

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.

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Details of meeting our requirement, amount of capacity used/remaining, flow of pallets/delivery, raise any issues with delivery or storage. The full contents will be formally agreed whilst in contract as they may need to be amended throughout the contract.	Written report	monthly
Call-Off Contract Charges	Break down of costs via site/invoicing monthly.	Invoices	Monthly

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Call-Off Schedule 5 (Pricing Details)

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Call-Off Schedule 5 (Pricing Details)

- The pricing is offered on the basis of a minimum volume guarantee of 500 pallets to be stored for a minimum period of 12 months (the “Minimum Volume”).
- The charges for the storage of the Minimum Volume shall be charged on a weekly basis in accordance with the rates set out at the Appendix to this Schedule 5 and each week of this Call Off Contract the Buyer shall purchase at least the Minimum Volume.
- If at any time, the Buyer wishes to increase the storage capacity beyond the Minimum Volume, it may request such increase in writing to the Supplier up to a maximum of 3,500 pallets (inclusive of the Minimum Volume).
- Any request for additional storage will be subject to increments of 100 pallets and periods of 3 months per request. Therefore, the minimum increase that may be charged to the Buyer will be for 100 pallets for a minimum period of 3 months (the “Minimum Increase”).
- If a request for the quantity of pallets and length of storage term exceeds the Minimum Increase, the charges invoiced to the Buyer will reflect the quantity of pallets to be stored rounded up to the next increment of 100 and length of storage term required rounded up to the next 3 month period.
- The charges for additional storage requests will be invoiced to the Buyer weekly at the rates set out in the Appendix to this Schedule 5.
- For the avoidance of doubt, an example of how the pricing will be calculated is set out below:
 - Example 1: MOJ submit a request for an additional 50 pallets in excess of the Minimum Volume to be stored for 2 months. In this example, the Buyer will be invoiced the Minimum Volume and the Minimum Increase (i.e. 100 pallets for 3 months).
 - Example 2: MOJ submit a request for a further 350 pallets to be stored for 4 months. In this example MOJ will be invoiced for 400 pallets for six months.

Appendix

REDACTED – COMMERCIALY SENSITIVE DATA

Call-Off Schedule 7 (Key Supplier Staff)

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

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

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

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

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- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3. **General Principles of the BCDR Plan (Section 1)**
 - 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

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- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 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.
- 4. **Business Continuity (Section 2)**
 - 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

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- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 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
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.
- 5. **Disaster Recovery (Section 3)**
 - 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
 - 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in

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respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

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

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

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

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

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

6.1.3 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.

6.2 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.

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

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

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

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer

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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.

9. Circumstances beyond your control

- 9.1 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 15 (Call-Off Contract Management)

1. DEFINITIONS

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

"Operational Board" the board established in accordance with paragraph 4.1 of this Schedule;

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

2. PROJECT MANAGEMENT

1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
2. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
3. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3 Role of the Supplier Contract Manager

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

1. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
2. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
3. able to cancel any delegation and recommence the position himself; and
4. replaced only after the Buyer has received notification of the proposed change.

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

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

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4 Role of the Operational Board

4. 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.
5. 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.
6. 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.
7. 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.
8. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5 Contract Risk Management

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

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Annex: Contract Boards

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

Monthly meetings with contract managers from both teams. Held virtually and to be agreed once contract is signed.

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

1. **IN ADDITION TO THE ONGOING REQUEST FROM THE VERNE AT 40 CELL SETS PER WEEK THERE IS STOCK HELD AT KIRKHAM AND THE VERNE FOR IMMEDIATE MOVE TO STORAGE:**
2. **KIRKHAM - 116 STILLAGES**
3. **THE VERNE – 95-100 STILLAGES (75 STILLAGES OF BEDS, 20-25 MIXED MADE UP OF DESKS, LOCKERS, PLINTHS ALSO IN ATTACHED)**
4. **SEE APPENDIX A SHOWING STILLAGE WEIGHT, DIMENSIONS INFO SHEET FOR BREAKDOWN OF STILLAGE SIZES AND WEIGHTS FOR ALL ITEMS LISTED.**
5. **INITIAL 500 PALLETS FOR 1 YEAR, WITH OPTIONS TO EXTEND BY INSTALLMENTS OF 100 PALLETS IN 3 MONTH MINIMUM TIME FRAME. MIDLANDS/CENTRAL WITHIN THE U.K.**
6. **THE STORE WOULD NEED TO BE EITHER RACKED TO ACCOMMODATE STORING BLACK PILLAR PALLETS (BPP'S) STANDARD DIMENSIONS (1245H X 1333W X 942D) ALL EXCEPT THE BED ARE THIS DIMENSION (WEIGHTS BELOW FOR REFERENCE)**
7. **34015 LOCKER – 586KG (OVERHANG, 1997L X 942W X 1245H)**
8. **34027 BED – 554KG**
9. **34028 DESK WITH STORAGE– 236KG**
10. **34022 PLINTH – 206KG**
11. **TOTAL QUANTITY SPACES MINIMUM WOULD BE 3500**
12. **TWO OPTIONS FOR STORAGE, ONE BEING A WAREHOUSE WITH PALLET RACKING TO ACCOMMODATE BOTH SIZE AND WEIGHT OF BPP'S. SECOND OPTION WOULD BE A WAREHOUSE WITH SUFFICIENT FLOOR SPACE FOR THE ABOVE QUANTITY. BOTH STORAGE OPTIONS WOULD NEED TO BE CLEAN, DRY AND AT A STABLE TEMPERATURE CLOSE TO ROOM TEMPERATURE TO AVOID THE WOODEN FURNITURE FROM DETERIORATING. ALSO ABLE TO ACCEPT GOODS ARRIVING IN REGULARLY AND POTENTIALLY BEING REMOVED REGULARLY.**
- 13 **RECEIPT, HANDLING AND DESPATCH OF PALLETISED PRODUCTS**
13. **IMMEDIATE REQUIREMENT OF SPACE FOR 120 PALLETS. THIS WILL BE INCREASING BY FOR 40 PALLETS PER WEEK UNTIL THE FORMER ISG SITES ARE OPERATIONAL. THIS WILL BE ROUGHLY 50M2 PER WEEK, ALTHOUGH PALLETS ARE DESIGNED TO BE STACKED ON TOP OF EACH OTHER**

APPENDIX A



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Call-Off Schedule 29 (Storage)

1. Definitions

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

"Collection Window"	the date and time nominated by the Buyer for the Despatch of Products from the Warehouse;
"Cost Value"	the price invoiced by the relevant supplier to the Buyer (including any freight costs) for the purchase or manufacture of the Products which have been lost or damaged following Receipt;
"Despatch"	the point at which the Products leave the possession and control of the Storage Provider (where Paragraph Where the Supplier is to act as an agent on behalf of the Buyer in respect of arranging storage, the provisions set out at Part 1 of the Schedule shall apply. applies) or the Supplier (where Paragraph Where the Supplier is to provide storage to the Buyer as principal, the provisions set out at Part 2 of this Schedule shall apply. applies), or its sub-contractors which shall be the point at which the Products are loaded, in accordance with Call-Off Schedule 20 (Specification) or the Order Form (as the case may be), and/or the SOP Manual, onto the delivery vehicle for despatch to the Buyer's nominated location, and the delivery vehicle is closed and sealed;
"Instruction"	the final, written confirmation of each order for the Storage Services setting out the Buyer's specific requirements for that order in accordance with Paragraph From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products

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confirming: (where Paragraph Where the Supplier is to act as an agent on behalf of the Buyer in respect of arranging storage, the provisions set out at Part 1 of the Schedule shall apply. applies) or Paragraph From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming: (where Paragraph Where the Supplier is to provide storage to the Buyer as principal, the provisions set out at Part 2 of this Schedule shall apply. applies);

"Lot Code"

the Buyer designated lot code for the Products which is specified on the packaging for such Products;

"Lot Control Procedures"

any procedures of the Buyer in place from time to time to ensure control of Products according to Lot Code;

"Products"

shall mean any goods or products of the Buyer or delivered by a third party on behalf of the Buyer to the relevant Warehouse;

"Receipt"

the point at which the Products come under the control or custody of the Storage Provider (where Paragraph Where the Supplier is to act as an agent on behalf of the Buyer in respect of arranging storage, the provisions set out at Part 1 of the Schedule shall apply. applies) or the Supplier (where Paragraph Where the Supplier is to provide storage to the Buyer as principal, the provisions set out at Part 2 of this Schedule shall apply. applies) which shall be the point at which the doors have been opened on any delivery vehicle arriving at the Warehouse for unloading;

"SOP Manual"

the Buyer's standard operating procedures manual as provided to the Supplier by the Buyer from time to time;

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"Stock Audit"

the inventory audit carried out by the Supplier in relation to the Products held at the Warehouses;

"Stock Loss"

any shortages in Products (being the actual total units of Products held further to a Stock Audit, measured against the reported volume of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month (overall and by Lot Code) and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer: (daily inventory report detailing actual volumes of Products Received (broken down by Lot Code) at the Warehouses and any discrepancies in accordance with Paragraph upon unloading the Products at the Warehouses, to carry out a visual inspection of the Products to assess the quantity and condition of any such Products which are Received by the Supplier. In the event that the quantity or condition of Products which are Received at the Warehouses does not match any documentation or instruction provided to the Supplier by the Buyer or otherwise in the case of visible damage to the Products, the Supplier shall: and actual volumes of Products Despatched (broken down by Lot Code) from the Warehouses; and) less the total units of Products Despatched with reference to each note or other record issued upon Despatch of the Products;

"Stock Loss Tolerance"

a percentage to be agreed by the parties (but which in any event shall be no greater than 0.5%) of the total Products which ought to be held (being the reported total units of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month (overall and by Lot Code) and shall (without prejudice to any other

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reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:(daily inventory report detailing actual volumes of Products Received (broken down by Lot Code) at the Warehouses and any discrepancies in accordance with Paragraph upon unloading the Products at the Warehouses, to carry out a visual inspection of the Products to assess the quantity and condition of any such Products which are Received by the Supplier. In the event that the quantity or condition of Products which are Received at the Warehouses does not match any documentation or instruction provided to the Supplier by the Buyer or otherwise in the case of visible damage to the Products, the Supplier shall: and actual volumes of Products Despatched (broken down by Lot Code) from the Warehouses; and) less the total units of Products Despatched with reference to each note of Products Despatched) by the Supplier at the time of any Stock Audit;

"Storage Management Fee"

the fixed fee (calculated at a flat rate and not, for the avoidance of doubt, a percentage of costs) payable to the Supplier by the Buyer (subject to the terms of Call-Off Schedule 14 (Service Levels) (where applicable)) as set out in Call-Off Schedule 5 (Pricing Details) or the Order Form (as the case may be) in respect of the management and delivery of Storage Services in a cost-effective and timely manner and in accordance with the Buyer's instructions so as to meet the Buyer's storage requirements in respect of the Products;

"Storage Provider"

a provider of storage services engaged by the Supplier in connection with the provision of the Storage Services;

"Storage Services"

the storage of the Products in accordance with the terms of this Call-Off Schedule in order to

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	fulfil the requirements set out in the Specification or the Order Form (as the case may be);
"Supplier's Management Platform"	the Supplier's platform or solution for management of (i) the international transportation of goods, including the Products and/or (ii) the warehousing and/or stock control of goods, including the Products (as the case may be);
"Warehouse"	any warehouse premises or storage facilities used in connection with the provision of the Storage Services.

2. When and how this Call-Off Schedule should be used

- 2.1. This Call-Off Schedule is designed to provide the additional provisions necessary to facilitate the provision of Storage Services as outlined in the Specification or the Order Form (as the case may be). The Parties shall comply with the terms of this Call-Off Schedule if the Buyer has indicated on the Order Form that Storage Services form part of the Services to be provided under the Call-Off Contract.
- 2.2. Where the Supplier is to act as an agent on behalf of the Buyer in respect of arranging storage, the provisions set out at Part 1 of the Schedule shall apply.
- 2.3. Where the Supplier is to provide storage to the Buyer as principal, the provisions set out at Part 2 of this Schedule shall apply.
- 2.4. In the event that the Supplier is appointed under this Call-Off Contract to both:
 - a) act as an agent on behalf of the Buyer in respect of arranging Storage Services; and
 - b) provide Storage Services to the Buyer as principal,the provisions set out at both Part 1 and Part 2 of this Schedule shall apply.

Part 1

3. Forecasting and Order Confirmation

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- 3.1. The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing:
 - 3.1.1. the estimated volume forecast inbound to the Warehouse and outbound from the Warehouse (in cubic metres) each week; and
 - 3.1.2. any special requirements for handling or storage of such Products.
- 3.2. In addition to the [●] Month rolling forecast referred to in Paragraph The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing: the Buyer shall provide each Month a more accurate, non-binding update in writing of its estimated storage requirements with the same information for the following two (2) to four (4) weeks to allow the Supplier to plan the volume of storage space necessary to fulfil the Buyer's requirements in the following Month.
- 3.3. From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming:
 - 3.3.1. a description of the Products to be stored including any Lot Code (where applicable);
 - 3.3.2. the quantity of Products to be stored;
 - 3.3.3. any specific instructions regarding the storage of Products;
 - 3.3.4. the estimated dates for Receipt and Collection Windows for Despatch of the Products;

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- 3.3.5. any other information relevant to the transportation (including expected mode of onward transportation), medium (including for example pallets or containers), and packaging of the Products (if any).
4. Where an order is placed in accordance with Paragraph From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming: the Supplier shall within three (3) Working Days of receiving Instructions from the Buyer pursuant to Paragraph **Forecasting and Order Confirmation**
 - 4.1. The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing:
 - 4.1.1. the estimated volume forecast inbound to the Warehouse and outbound from the Warehouse (in cubic metres) each week; and
 - 4.1.2. any special requirements for handling or storage of such Products.
 - 4.2. In addition to the [●] Month rolling forecast referred to in Paragraph The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing: the Buyer shall provide each Month a more accurate, non-binding update in writing of its estimated storage requirements with the same information for the following two (2) to four (4) weeks to allow the Supplier to plan the volume of storage space necessary to fulfil the Buyer's requirements in the following Month.
 - 4.3. From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming: and in advance of confirming the booking with a

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storage provider, submit to the Buyer details of the storage costs which it is proposed by the Supplier are to be paid to meet such order and the Buyer shall either:

- a) approve the expenditure of the proposed storage costs, whereupon the Supplier shall proceed to book the storage services and incur such costs which will then form part of the Charges; or
- b) cancel the instruction.

- 5. In addition to the storage costs payable under Paragraph Where an order is placed in accordance with Paragraph From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming: the Supplier shall within three (3) Working Days of receiving Instructions from the Buyer pursuant to Paragraph**
Forecasting and Order Confirmation

- 5.1. The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing:

5.1.1. the estimated volume forecast inbound to the Warehouse and outbound from the Warehouse (in cubic metres) each week; and

5.1.2. any special requirements for handling or storage of such Products.

- 5.2. In addition to the [●] Month rolling forecast referred to in Paragraph The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing: the Buyer shall provide each Month a more accurate, non-binding update in writing of its estimated storage requirements with the same information for the following two (2) to four (4) weeks to allow the Supplier to

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plan the volume of storage space necessary to fulfil the Buyer's requirements in the following Month.

- 5.3. From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming: and in advance of confirming the booking with a storage provider, submit to the Buyer details of the storage costs which it is proposed by the Supplier are to be paid to meet such order and the Buyer shall either: the Supplier shall also be entitled to charge the Buyer the agreed, fixed rate Storage Management Fee in respect of the Storage Services, subject to the terms of Call-Off Schedule 14 (Service Levels) (where applicable), and in particular the consequences arising from a failure to meet the required standard in the KPI relating to Financial Management.

6. Storage Management Services

6.1. The Supplier shall:

- 6.1.1. procure storage so as to meet the Buyer's storage requirements (as such requirements are notified to the Supplier in advance in accordance with the terms of this Call-Off Contract);
- 6.1.2. comply and shall ensure that its employees, directors, officers, agents and Subcontractors comply with all relevant Law relating to the provision of the Storage Services;
- 6.1.3. co-ordinate, liaise and maintain co-operation with the Buyer, Storage Provider and all third parties involved in the supply chain for the Products so as to ensure timely and effective Receipt and Dispatch of the Products;
- 6.1.4. co-ordinate with the Buyer and Storage Provider in respect of any special requirements or conditions for the storage of those Products, including temperature controls and/or handling requirements; and

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6.1.5. maintain at all times during the Contract Period, sufficient insurance with an insurer of repute to cover its potential liability under this Call-Off Contract.

6.2. The Buyer acknowledges that:

6.2.1. the Supplier's responsibility under this Call-Off Contract shall be to arrange, but not itself provide, storage as agent on behalf of the Buyer so as to meet the Buyer's storage requirements in respect of the Products (as the same are notified to the Supplier in accordance with Paragraph **Forecasting and Order Confirmation**); and

6.2.2. for the purposes of this Call-Off Contract, the Supplier is not the Storage Provider and acts as an intermediary between the Buyer and the relevant Storage Provider in connection with the provision of storage.

6.3. The Supplier warrants that it has entered into, or will enter into, bilateral contracts with each Storage Provider it engages on behalf of the Buyer in the performance of this Call-Off Contract.

6.4. The Supplier further warrants that:

6.4.1. the contracts referred to in Paragraph The Supplier warrants that it has entered into, or will enter into, bilateral contracts with each Storage Provider it engages on behalf of the Buyer in the performance of this Call-Off Contract. shall:

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- a) comply with all applicable Laws;
- b) be on terms similar to and in any event no less onerous in all material respects than those to which it is subject under this Call-Off Contract; and
- c) include terms similar to and in any event no less onerous in all material respects than the following provisions (as set out in Part 2 of this Schedule):

Paragraph **Storage Services** (Storage Services)

Paragraph **Stock Audit** (Stock Audit)

Paragraph **Stock Loss** (Stock Loss)

Paragraph **Insurance** (Insurance)

Paragraph **Handling and responsibility for Products** (Handling and Responsibility for Products)

Paragraph **Official Secrets Act and Finance Act** (Official Secrets Act and Finance Act).

- 6.5. The Supplier shall provide copies of all contracts that it enters into with Storage Providers on behalf of the Buyer in performing the Storage Services together with any ancillary documents and other documentation and records relating to such contracts.
- 6.6. The Supplier shall be entitled to recover from the Buyer (subject to Paragraph Notwithstanding any obligations under this Call-Off Contract on the Supplier to pay costs, charges, dues, deposits, outlays or other expenses in providing the Storage Services, where the Supplier incurs any costs as agent of the Buyer pursuant to Paragraph The Buyer acknowledges that:, the Buyer shall be liable to the Supplier for any such costs, duties, charges, dues, deposits, outlays or other expenses:) all reasonable cancellation fees and any other additional costs validly raised by the Storage Provider pursuant to its contract with the Supplier, as well as the costs of other Sub-Contractors affected, where storage duly booked by

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the Supplier is cancelled owing solely to the acts, omissions or delays on the part of the Buyer, its agents or sub-contractors and the Buyer shall pay such fees, costs and charges in accordance with the provisions of Call-Off Schedule 5 (Pricing Details) or the Order Form (as the case may be) provided that the Supplier:

6.6.1. obtains the express written approval of the Buyer for any such fees, costs and charges prior to booking the storage; and

6.6.2. uses all reasonable endeavours to mitigate such fees, costs and charges.

For the avoidance of doubt, cancellation fees and any additional costs incurred by the Supplier owing to its failure or default shall be borne by the Supplier.

6.7. Notwithstanding any obligations under this Call-Off Contract on the Supplier to pay costs, charges, dues, deposits, outlays or other expenses in providing the Storage Services, where the Supplier incurs any costs as agent of the Buyer pursuant to Paragraph The Buyer acknowledges that:, the Buyer shall be liable to the Supplier for any such costs, duties, charges, dues, deposits, outlays or other expenses:

a) that do not form any part of the Charges; and

b) which it demonstrates to the Buyer's reasonable satisfaction it has properly incurred, wholly and reasonably in the course of providing the Storage Services, and in accordance with the Buyer's instructions,

and the Buyer shall pay to the Supplier an amount equal to any such costs upon receipt by the Buyer of evidence of payment by the Supplier and of a valid demand for payment from the Supplier in accordance with the provisions of Clause 4 of the Core Terms.

6.8. Without prejudice to any other right or remedy available to the Buyer, in the event that:

6.8.1. the contract between the Storage Provider and the Supplier in respect of the storage is terminated for any reason whatsoever

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(subject to Paragraph Where termination of the contract between the Supplier and the Storage Provider occurs owing to the Supplier being at fault, the Supplier shall bear all costs incurred by the Buyer arising as a direct result, including any additional costs or cancellation fees incurred by the Buyer.); or

6.8.2. the Warehouse is unavailable; or

6.8.3. the Storage Provider suffers an Insolvency Event in respect of a part or all of its business and as a result the Storage Provider is unable to provide storage for the agreed storage costs,

then the Supplier shall use all reasonable endeavours to find an alternative storage provider at no additional cost to the Buyer and in the event that the Supplier is unable to find an alternative storage provider, the Supplier shall refund to the Buyer any part of the Charges previously paid by the Buyer in respect of such storage.

6.9. Where termination of the contract between the Supplier and the Storage Provider occurs owing to the Supplier being at fault, the Supplier shall bear all costs incurred by the Buyer arising as a direct result, including any additional costs or cancellation fees incurred by the Buyer.

6.10. The Supplier shall ensure compliance with the terms of the contract for storage of the Products with the Storage Provider and shall notify the Buyer and any other relevant agent or subcontractor of such terms and conditions, providing all necessary information in advance so that the Buyer, its agents and subcontractors are aware of all such terms and conditions that need to be followed.

6.11. The Parties acknowledge and agree that the Supplier is not itself a storage provider and shall not be held liable for loss or damage to the Products unless caused by the Supplier's negligence or breach of its obligations under this Call-Off Contract. The Supplier shall provide the Buyer with reasonable assistance in the pursuit of any claims the Buyer may have against the relevant Storage Provider for loss or damage to the Products

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upon receipt from the Buyer of the information and documentation relating to such a claim.

7. IT System

7.1. The Supplier shall, where requested to do so by the Buyer, at no charge, make the Supplier's Management Platform available for use by the Buyer and/or its authorised representatives and/or provide such other form of reporting as the Buyer may reasonably require to record, and provide visibility to the Buyer in respect of, the Supplier's provision of the Services.

7.2. The Supplier shall use all reasonable endeavours to procure the right for the Buyer to use the Supplier's Management Platform during the Contract Period solely for the purpose of receiving and monitoring the Services provided to the Buyer under this Call-Off Contract.

8. The Products

8.1. As between the Buyer and the Supplier:

8.1.1. all Products will be and will remain the exclusive property of the Buyer at all times, or where applicable (with reference to the terms of purchase between the Buyer and the supplier of those Products) the property of the supplier of such Products;

8.1.2. title to or ownership of the Products shall not pass to the Supplier under this Call-Off Contract and the Supplier will assert no interest in the Products at any time;

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- 8.1.3. the Supplier shall not acquire any contractual, statutory or common law lien over the Products or any other property belonging to or in the possession of the Buyer;
- 8.1.4. without prejudice to Paragraph the Supplier shall not acquire any contractual, statutory or common law lien over the Products or any other property belonging to or in the possession of the Buyer; the Supplier waives, and agrees not to assert, nor take any action to claim or perfect, any lien, charge or other encumbrance on any such Products or any portion thereof; and
- 8.1.5. to the extent that the Supplier engages Storage Providers, Sub-Contractors or agents in connection with the Storage Services, it will ensure that such Storage Providers, Sub-Contractors and agents are also prevented from claiming or perfecting liens against the Products.
- 8.1.6. All plant, materials, apparatus and tools used or provided by the Supplier for the provision of the Services or part thereof shall at all times be at the sole risk of the Supplier.
- 8.1.7. Where the Buyer provides any equipment to the Supplier for the provision of the Services, the Supplier shall accept risk in such equipment and shall indemnify the Buyer against any loss of or damage to that equipment whilst it is in the Supplier's possession.

9. Official Secrets Act and Finance Act

9.1. The Supplier shall comply with the provisions of:

- 9.1.1. the Official Secrets Acts 1911 to 1989; and

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9.1.2. section 182 of the Finance Act 1989.

Part 2

10. Forecasting and Order Confirmation

10.1. The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing:

10.1.1. the estimated volume forecast inbound to the Warehouse and outbound from the Warehouse (in cubic metres) each week; and

10.1.2. any special requirements for handling or storage of such Products.

10.2. In addition to the [●] Month rolling forecast referred to in Paragraph The Buyer may provide written non-binding rolling forecasts of its requirements for Storage Services to the Supplier each Month for the following [●] Months detailing: the Buyer shall provide each Month a more accurate, non-binding update in writing of its estimated storage requirements with the same information for the following two (2) to four (4) weeks to allow the Supplier to plan the volume of storage space necessary to fulfil the Buyer's requirements in the following Month.

10.3. From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming:

10.3.1. a description of the Products to be stored including any Lot Code (where applicable);

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10.3.2. the quantity of Products to be stored;

10.3.3. any specific instructions regarding the storage of Products;

10.3.4. the estimated dates for Receipt and Collection Windows for Despatch of the Products;

10.3.5. any other information relevant to the transportation (including expected mode of onward transportation), medium (including for example pallets or containers), and packaging of the Products (if any).

10.4. Where an order is placed in accordance with Paragraph From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming: the Supplier shall within three (3) Working Days of receiving Instructions from the Buyer pursuant to Paragraph From time to time throughout the Contract Period, the Buyer shall send a written Instruction to the Supplier placing a written order for the storage Products confirming: and in advance of confirming the booking with a storage provider, submit to the Buyer details of the storage costs which it is proposed by the Supplier are to be paid to meet such order and the Buyer shall either:

a) approve the expenditure of the proposed storage costs, whereupon the Supplier shall proceed to book the storage services and incur such costs which will then form part of the Charges; or

b) cancel the instruction.

10.5. The Supplier shall be entitled to recover from the Buyer all reasonable cancellation fees and any other additional costs validly by the Supplier, as well as the costs of other Sub-Contractors affected, where storage duly

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booked by the Supplier is cancelled owing solely to the acts, omissions or delays on the part of the Buyer, its agents or sub-contractors and the Buyer shall pay such fees, costs and charges in accordance with the provisions of Call-Off Schedule 5 (Pricing Details) or the Order Form (as the case may be) provided that the Supplier:

10.5.1. obtains the express written approval of the Buyer for any such fees, costs and charges prior to booking the storage; and

10.5.2. uses all reasonable endeavours to mitigate such fees, costs and charges.

For the avoidance of doubt, cancellation fees and any additional costs incurred by the Supplier owing to its failure or default shall be borne by the Supplier.

11. Exceptional Instructions

11.1. It is acknowledged and agreed that the Buyer may from time to time provide reasonable instructions to the Supplier, which are outside the scope of Call-Off Schedule 20 (Specification) or the Order Form (as the case may be) or those obligations otherwise required by this Call-Off Contract; for example, to respond to unexpected issues with its supply chain, third party manufacturers or other logistics suppliers or to facilitate any recall of Products ("**Exceptional Instructions**"). The Supplier shall, subject to Paragraph Notwithstanding any obligations under this Call-Off Contract on the Supplier to pay costs, duty, taxes, charges, dues, deposits, outlays or other expenses in providing the Services, the Buyer shall pay to the Supplier any reasonable costs and expenses wholly and reasonably incurred by the Supplier in the delivery of any Exceptional Instructions issued by Buyer upon receipt by the Buyer of evidence of payment by the Supplier and of a valid demand for payment from the Supplier in accordance with Clause 4 of the Core Terms provided that: promptly comply with any such instructions.

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11.2. Notwithstanding any obligations under this Call-Off Contract on the Supplier to pay costs, duty, taxes, charges, dues, deposits, outlays or other expenses in providing the Services, the Buyer shall pay to the Supplier any reasonable costs and expenses wholly and reasonably incurred by the Supplier in the delivery of any Exceptional Instructions issued by Buyer upon receipt by the Buyer of evidence of payment by the Supplier and of a valid demand for payment from the Supplier in accordance with Clause 4 of the Core Terms provided that:

11.2.1. this Paragraph **Exceptional Instructions** shall not apply to any costs and expenses incurred to the extent that the Exceptional Instructions issued by the Buyer result from any negligence, or failure by the Supplier to comply with the terms of this Call-Off Contract, or otherwise arise as part of a Rectification Plan;

11.2.2. this Paragraph **Exceptional Instructions** shall not apply to any cost or expense which would otherwise form part of the Charges, including (without limitation) in respect of any extended period of storage or fluctuations in volume of requirements for storage, which shall be calculated in accordance with Call-Off Schedule 5 (Pricing Details) or the Order Form (as the case may be);

11.2.3. the Supplier uses reasonable endeavours to mitigate such costs and expenses; and

11.2.4. any such costs and expenses shall be agreed in advance by the Buyer in writing.

12. Storage Services

12.1. The Supplier shall take Receipt of the Products and issue a certificate of receipt following a visual inspection in accordance with Paragraph upon unloading the Products at the Warehouses, to carry out a visual inspection

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of the Products to assess the quantity and condition of any such Products which are Received by the Supplier. In the event that the quantity or condition of Products which are Received at the Warehouses does not match any documentation or instruction provided to the Supplier by the Buyer or otherwise in the case of visible damage to the Products, the Supplier shall:, store the Products, and prepare the Products for Despatch in accordance with the Buyer's instructions so as to meet the Buyer's requirements.

12.2. In the event that the Supplier, for any reason whatsoever, is unable or in its reasonable opinion is unlikely to be able to take Receipt of the Products forming the subject of the Buyer's instructions or to make the Products available for Despatch in accordance with the Buyer's instructions having used its best endeavours to do so (and without prejudice to the Supplier's obligations under this Call-Off Contract):

12.2.1. it shall notify the Buyer immediately and present a plan to the Buyer for discussion, prior approval or revision by the Buyer setting out a solution to rectify the situation, reprioritise other services in order to fulfil the Buyer's instructions or provide an alternative method for storage, including the Charges in respect of such alternative method of delivery of the Services, calculated in accordance with Call-Off Schedule 5 (Pricing Details) or the Order Form (as the case may be);

12.2.2. the Buyer shall have the right, at its discretion, to reject any alternative solution proposed by the Supplier and for the avoidance of doubt shall make alternative arrangements for the storage of the Products forming the subject of the Buyer's instructions with a third party; and

12.2.3. subject to Paragraph Provided that the Supplier has complied with all its obligations under this Call-Off Contract, the Supplier shall not be liable for any Losses, or delays which it objectively demonstrates to the Buyer result directly from:, if the Buyer accepts

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the alternative solution proposed by the Supplier the Buyer shall be liable to pay the Charges for such Services, provided that the Buyer shall not be liable for any additional costs incurred in excess of the Charges (which shall be borne by the Supplier).

12.3. Provided that the Supplier has complied with all its obligations under this Call-Off Contract, the Supplier shall not be liable for any Losses, or delays which it objectively demonstrates to the Buyer result directly from:

12.3.1. the act, default or omission of the Buyer, its agents or sub-contractors involved in the handling of the Products or any other consignee or consignor of the Products (where not the Supplier or its agents or Sub-Contractors);

12.3.2. any inherent defect in the Products; or

12.3.3. without limiting the generality of Paragraph the act, default or omission of the Buyer, its agents or sub-contractors involved in the handling of the Products or any other consignee or consignor of the Products (where not the Supplier or its agents or Sub-Contractors); its reliance on any materially inaccurate instructions, information or documentation received by the Supplier in connection with the transportation, storage or handling of Products

provided that:

12.3.4. where the Supplier becomes aware or ought reasonably to have become aware (acting reasonably as a skilled provider of the Storage Services and having regard to all the circumstances) of the occurrence of any of the circumstances described in Paragraphs the act, default or omission of the Buyer, its agents or sub-contractors involved in the handling of the Products or any other consignee or consignor of the Products (where not the Supplier or its agents or Sub-Contractors); to without limiting the generality of Paragraph the act, default or omission of the Buyer, its agents or sub-contractors

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involved in the handling of the Products or any other consignee or consignor of the Products (where not the Supplier or its agents or Sub-Contractors); its reliance on any materially inaccurate instructions, information or documentation received by the Supplier in connection with the transportation, storage or handling of Products above it shall immediately inform the Buyer;

12.3.5. wherever possible, take all reasonable steps to rectify the situation (including taking all reasonable steps to obtain any correct information); and

12.3.6. the Supplier shall mitigate any such Losses or delays.

12.4. The Supplier shall:

12.4.1. comply and shall ensure that its employees, directors, officers, agents and Subcontractors comply with all relevant Law;

12.4.2. ensure that its employees and agents engaged in the Despatch and Receipt of the Products complete all necessary forms, proof of delivery documentation and any other documents required by the Buyer or any third party supplier of the Buyer, subject to the Buyer, or someone acting on its behalf, timely providing the Supplier with all necessary information;

12.4.3. collect such documents as may be specified by the Buyer;

12.4.4. co-ordinate with all third parties involved in the supply chain for the Products in respect of any special requirements or conditions for storage of those Products, including temperature controls and/or handling requirements;

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- 12.4.5. have adequate fire safety and fire suppression procedures, systems and equipment in place at any Warehouses, and in any event in accordance with Good Industry Practice;
- 12.4.6. have adequate flood defence and water ingress prevention procedures, systems and equipment in place at any Warehouses, and in any event in accordance with Good Industry Practice;
- 12.4.7. ensure that any Warehouses meet all necessary legal requirements;
- 12.4.8. keep the Products safe, dry and secure;
- 12.4.9. maintain the Warehouse in good repair and condition including a basic obligation for it to remain dry and free of vermin and rodents;
- 12.4.10. keep and maintain the Products in good condition and in accordance with the Buyer's written instructions from time to time (including those set out in the Specification or the Order Form (as the case may be) and/or the Quality/Technical Agreement (**QTA**)) and shall not dispose of or use the Products other than in accordance with the Buyer's written instructions or authorisation;
- 12.4.11. have adequate procedures and appropriately qualified security personnel in place at any Warehouses to ensure that the Products are properly secured against risk of theft;
- 12.4.12. separate, consolidate, package, and pack the Products into appropriate media safely and in a watertight manner and at all times in accordance with any requirements of the Buyer (including without limitation any Lot Control Procedures), and in a way which is suitable for the applicable mode of transport for onward movement of such Products;

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- 12.4.13. make available and load the Products in the correct volumes onto the delivery vehicles of the Buyer's third party carriers within the nominated Collection Window as specified in an Instruction;
- 12.4.14. provide and maintain at its own risk and expense all equipment and/or Warehouses required to deliver the Services and ensure at all times that such equipment and/or Warehouses shall be in good condition, free from odours and defects, are secure, wind, weather and water tight and suitable for the type of Products to be stored in them and to maintain them in such condition from Receipt until such Products are Despatched;
- 12.4.15. ensure that any Warehouse contains sufficient available capacity to enable the Supplier to store the Products in accordance with this Call-Off Contract;
- 12.4.16. use all reasonable endeavours to ensure that sufficient quantities of transport media and/or packaging are always available at the relevant local facilities for use in connection with this Call-Off Contract; and
- 12.4.17. prior to commencing Services from any Warehouses, undertake reasonable inspections and all necessary due diligence to ensure that the Warehouses comply with the requirements set out in this Paragraph The Supplier shall: and any other requirements of the Warehouses set out in or referenced in this Call-Off Contract. Where any Warehouses do not so comply (or where following an inspection by the Buyer, the Buyer reasonably considers that the Warehouses do not so comply), the Supplier shall, at its own cost, put in place and implement a plan (such plan to be approved in advance by the Buyer acting reasonably) to ensure compliance.

13. Stock Audit

13.1. Subject to Clause 5, the Supplier shall be liable for:

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- a) unaccountable losses of Products while in its custody or under its control; and
- b) ascertainable losses, destruction of or damage to the Products due to the Supplier's negligence or wilful acts, omissions and default, including theft, misappropriation or damage caused by the Supplier, its employees, agents or representatives while the Products are in the custody or under the control of the Supplier,

13.2. The Supplier's liability for loss or damage to the Products shall be to the full value of the Products as notified by the Buyer to the Supplier and any exclusions in the Supplier's insurance coverage shall not remove or restrict the Supplier's liability in this respect. No additional limitation of the Supplier's liability may apply, unless the Supplier first obtains the express written consent of the Buyer.

13.3. The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month (overall and by Lot Code) and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:

- a) daily inventory report detailing actual volumes of Products Received (broken down by Lot Code) at the Warehouses and any discrepancies in accordance with Paragraph upon unloading the Products at the Warehouses, to carry out a visual inspection of the Products to assess the quantity and condition of any such Products which are Received by the Supplier. In the event that the quantity or condition of Products which are Received at the Warehouses does not match any documentation or instruction provided to the Supplier by the Buyer or otherwise in the case of visible damage to the Products, the Supplier shall: and actual volumes of Products Despatched (broken down by Lot Code) from the Warehouses; and
- b) weekly report detailing total volumes of Products Received, total volumes of Products Despatched, total volumes of Products held at the

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Warehouses and details of any Stock Loss identified in the previous week.

13.4. In the event that any report issued in accordance with this Paragraph **Stock Audit** shows Stock Loss then the provisions of Paragraph **Stock Loss** shall apply.

14. Stock Loss

14.1. The Supplier shall pay to the Buyer within 30 days of the end of each Month (or at the request of the Buyer credit against the next invoice issued in respect of the Services) a sum equal to the net aggregated Stock Loss over the immediately preceding Month of the Contract Period (measured across Stock Audits completed and reported in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month (overall and by Lot Code) and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:), subject to the Stock Loss Tolerance, multiplied by the Cost Value of any such lost or damaged Products.

15. Insurance

15.1. The Supplier shall maintain at all times during the Contract Period, sufficient insurance with an insurer of repute to cover its potential liability under this Call-Off Contract (including liability for loss or damage to the Products).

16. IT System

16.1. The Supplier shall, where requested to do so by the Buyer, at no charge, make the Supplier's Management Platform available for use by the Buyer and/or its authorised representatives and/or provide such other form of reporting as the Buyer may reasonably require to record, and provide visibility to the Buyer in respect of, the Supplier's provision of the Services.

16.2. The Supplier shall use all reasonable endeavours to procure the right for the Buyer to use the Supplier's Management Platform during the Contract

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Period solely for the purpose of receiving and monitoring the Services provided to the Buyer under this Call-Off Contract.

17. Handling and responsibility for Products

17.1. The Products will be and will remain the exclusive property of the Buyer at all times.

17.2. The Supplier will assert no interest in the Products at any time, whether or not such Products are in the Supplier's possession, custody, or control.

17.3. The Supplier agrees to waive any lien (whether a general lien or a particular lien and howsoever arising) over any Products, and agrees not to assert, nor take any action to claim or perfect, any lien, charge or other encumbrance on any such Products or any portion thereof (including whilst being stored or transported by the Supplier).

17.4. To the extent that the Supplier engages Sub-Contractors or agents in connection with the Services, it will ensure that such Sub-Contractors are also prevented from claiming or perfecting liens against the Products.

17.5. The Supplier undertakes in relation to the Products which are in its possession or under its control from time to time to:

17.5.1. upon unloading the Products at the Warehouses, to carry out a visual inspection of the Products to assess the quantity and condition of any such Products which are Received by the Supplier. In the event that the quantity or condition of Products which are Received at the Warehouses does not match any documentation or instruction provided to the Supplier by the Buyer or otherwise in the case of visible damage to the Products, the Supplier shall:

- a) within twenty four (24) hours notify the Buyer of such discrepancy or damage; and

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- b) store (in accordance with the requirements of this Call-Off Contract) any excess or damaged Products separately from the remaining Products so as to be readily identifiable; and
- c) comply with any reasonable instructions of the Buyer in relation to any such excess or damaged Products.

17.5.2. store and where applicable transport the Products appropriately and in secure, dry and watertight conditions and in accordance with any reasonable instructions notified to it by the Buyer or the third party supplier of the Products;

17.5.3. hold such Products solely to the Buyer's order; and

17.5.4. store the Products separately from any other property so as to be readily identifiable.

17.6. Subject to the terms of this Call-Off Contract, risk and responsibility for the quantity and condition of the Products will be with the Supplier from Receipt of the Products and will continue until Despatch of those Products.

17.7. The Buyer may (acting by itself or by duly authorised representatives) on giving the Supplier at least twenty-four (24) hours' notice (which may be given verbally) in advance, enter upon any the Supplier's premises where any of the Products are situated for the purposes of:

17.7.1. fulfilling its obligations under this Call-Off Contract;

17.7.2. exercising its rights under this Call-Off Contract;

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17.7.3. auditing of stock of the Products at the Warehouse Premises;

17.7.4. monitoring the Supplier's performance under this Call-Off Contract;

17.7.5. inspecting the Warehouse for the purpose of ascertaining compliance by the Supplier in respect of its obligations in this Call-Off Contract; and

17.7.6. recovering any or all of those Products, which it shall be entitled to do at any time and for any reason.

17.8. Any Warehouse Premises and all plant, materials, apparatus and tools used or provided by the Supplier for the provision of the Services or part thereof shall at all times be at the sole risk of the Supplier.

17.9. Where the Buyer provides any equipment to the Supplier for the provision of the Services, the Supplier shall accept risk in such equipment and shall indemnify the Buyer against any loss of or damage to that equipment whilst it is in the Supplier's possession.

18. Official Secrets Act and Finance Act

18.1. The Supplier shall comply with the provisions of:

18.1.1. the Official Secrets Acts 1911 to 1989; and

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18.1.2. section 182 of the Finance Act 1989.

Call-Off Schedule 30 (Kitting & Fulfilment)

1. Definitions

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

"Cost Value" the price invoiced by the relevant supplier to the Buyer (including any freight costs) for the purchase or manufacture of the Products which have been lost or damaged following Receipt;

"Despatch" the point at which the Products leave the possession and control of the Supplier, or its sub-contractors which shall be the point at which the Products are loaded, in accordance with Call-Off Schedule 20 (Specification) or the Order Form (as the case may be), onto the delivery vehicle for despatch to the Buyer's nominated location, and the delivery vehicle is closed and sealed;

"Kitting & Fulfilment Services" the kitting and fulfilment services to be provided by the Supplier in accordance with the terms of this Call-Off Schedule and the Specification or the Order Form (as the case may be);

"Products" any goods or products of the Buyer or delivered by a third party on behalf of the Buyer to the relevant Site;

"Receipt" the point at which the Products come under the control or custody of the Supplier which shall be the point at which the doors have been opened on any delivery vehicle arriving at the Supplier's Site for unloading;

"Stock Audit" the inventory audit carried out by the Supplier in relation to the Products held at the Supplier's Site;

"Stock Loss" any shortages in Products (being the actual total units of Products held further to a Stock Audit, measured against the reported volume of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total

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stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer: (daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and) less the total units of Products Despatched with reference to each note or other record issued upon Despatch of the Products;

"Stock Loss Tolerance"

a percentage to be agreed by the parties (which shall not in any event be greater than 0.5%) of the total Products which ought to be held (being the reported total units of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the

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Buyer:(daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and) less the total units of Products Despatched with reference to each note of Products Despatched) by the Supplier at the time of any Stock Audit;

"Supplier's Management Platform"

the Supplier's platform or solution for management of (i) the international transportation of goods, including the Products and/or (ii) the warehousing and/or stock control of goods, including the Products (as the case may be).

2. When this Call-Off Schedule should be used

This Call-Off Schedule is designed to provide the additional provisions necessary to govern the provision of Kitting & Fulfilment Services. The Parties shall comply with the terms of this Call-Off Schedule if the Buyer has indicated on the Order Form that Kitting & Fulfilment Services form part of the Services to be provided under the Call-Off Contract.

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3. Lien

- 3.1. The Supplier agrees to waive any lien (whether a general lien or a particular lien and howsoever arising) over any Products, including whilst being stored by the Supplier.

4. Risk

- 4.1. The Supplier shall be responsible for unloading each consignment of any Products at the Supplier Sites and the Products shall be at the Supplier's risk during unloading.
- 4.2. The Products shall be at the Supplier's risk from Receipt until Despatch.
- 4.3. Proof of Receipt and Despatch shall be evidenced by hard copy (written) or electronic receipt.

5. Stock Audits and Stock Loss

- 5.1. Subject always to Clause 5 of the Core Terms and Paragraphs The Supplier shall receive the Products at carton / box level not component level. Subject to the Supplier complying with the provisions of Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and the reporting procedures agreed between the parties (as updated from time to time), any discrepancies in components that are discovered when the carton / box is opened shall not be the Supplier's liability. and The Supplier shall not be held accountable and shall have no liability whatsoever in relation to Products that have

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expired and exceeded their date of use where such expiry or exceeding beyond the date of use is as a result of an instruction from the Buyer to pick alternative Products, to prioritise rework and/or the inbound supply exceeds consumption over the shelf life period. The Supplier remains accountable for Products that have expired and exceeded their date of use where the same is caused by the Supplier failing to comply with the picking instructions or principles as specified in Call-Off Schedule 20 (Call-Off Specification) or the Order Form (as the case may be), except where the Buyer has instructed otherwise., the Supplier shall be liable for any Stock Loss.

5.2. The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:

a) daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and

b) weekly report detailing total volumes of Products Received, total volumes of Products Despatched, total volumes of Products held at the Site and details of any Stock Loss identified in the previous week.

5.3. In the event that any report issued in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular

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rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer: shows Stock Loss then the provisions of Paragraph The Supplier shall pay to the Buyer within thirty (30) days of the end of each Month (or at the request of the Buyer credit against the next invoice issued in respect of the Services) a sum equal to the net aggregated Stock Loss over the immediately preceding Month of the Contract Period (measured across Stock Audits completed and reported in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:), subject to the Stock Loss Tolerance, multiplied by the Cost Value of any such lost or damaged Products. shall apply.

- 5.4. The Supplier shall pay to the Buyer within thirty (30) days of the end of each Month (or at the request of the Buyer credit against the next invoice issued in respect of the Services) a sum equal to the net aggregated Stock Loss over the immediately preceding Month of the Contract Period (measured across Stock Audits completed and reported in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:), subject to the Stock Loss Tolerance, multiplied by the Cost Value of any such lost or damaged Products.
- 5.5. The Supplier shall receive the Products at carton / box level not component level. Subject to the Supplier complying with the provisions of Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used

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within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and the reporting procedures agreed between the parties (as updated from time to time), any discrepancies in components that are discovered when the carton / box is opened shall not be the Supplier's liability.

- 5.6. The Supplier shall not be held accountable and shall have no liability whatsoever in relation to Products that have expired and exceeded their date of use where such expiry or exceeding beyond the date of use is as a result of an instruction from the Buyer to pick alternative Products, to prioritise rework and/or the inbound supply exceeds consumption over the shelf life period. The Supplier remains accountable for Products that have expired and exceeded their date of use where the same is caused by the Supplier failing to comply with the picking instructions or principles as specified in Call-Off Schedule 20 (Call-Off Specification) or the Order Form (as the case may be), except where the Buyer has instructed otherwise.
- 5.7. All stock related issues shall be the responsibility of the Supplier save where the Supplier can demonstrate to the Buyer's satisfaction, acting reasonably and in good faith at all times, that the Supplier is not responsible for such stock related issues.
- 5.8. Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer.

6. IT System

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- 6.1. The Supplier shall, where requested to do so by the Buyer, at no charge, make the Supplier's Management Platform available for use by the Buyer and/or its authorised representatives and/or provide such other form of reporting as the Buyer may reasonably require to record, and provide visibility to the Buyer in respect of, the Supplier's provision of the Services.
- 6.2. The Supplier shall use all reasonable endeavours to procure the right for the Buyer to use the Supplier's Management Platform during the Contract Period solely for the purpose of receiving and monitoring the Services provided to the Buyer under this Call-Off Contract.

7. Removal of Products

- 7.1. The Buyer, or its agents and representatives, shall be entitled to enter the Supplier's premises during normal working hours (being not less than 9-00 am to 5-00 pm, Monday to Friday) (**Business Hours**) and to remove some or all of the Products from the custody or control of the Supplier at such date as may have been agreed between the parties. In the absence of such agreement the Buyer, or its agents and representatives, may remove some or all of the Products during Business Hours on not less than 48 hours prior notice.



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Core Terms

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:
 - (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 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.
- 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, 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
 - (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.
- 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.

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.

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:
 - (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.
- (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.

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:
- (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.

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;
- (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 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.

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 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 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.
- 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 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
 - (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.

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.

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.

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

Order Form

CALL-OFF REFERENCE: Con_24673

THE BUYER: Secretary of State for Justice

BUYER ADDRESS 102 Petty France, London, SW1H

THE SUPPLIER: Kuehne+Nagel Ltd

SUPPLIER ADDRESS: 1 Roundwood Avenue, Stockley Park, Middlesex
UB11 1FG

REGISTRATION NUMBER: 1722216

DUNS NUMBER: 228453569

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17/01/2025.

It's issued under the Framework Contract with the reference number **RM6282** for the provision of Storage, Distribution, Kitting and Associated Services

CALL-OFF LOT(S):

Lot Number	Lot Description	Call-Off Schedule	Relevant (Yes / No)
3a	Storage Services	29	Yes
3b	Kitting and Fulfilment Services	30	Yes

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6282**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6282**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Continuous Improvement)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for **RM6282**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 4 (Call Off Tender)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 29 (Storage)
 - Call-Off Schedule 30 (Kitting and Fulfilment)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6282**

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
None

CALL-OFF START DATE: As per customer date of signature below

CALL-OFF EXPIRY DATE: **12 months from the call off start date, with the potential of further extensions outlined below.**

CALL-OFF INITIAL PERIOD: **1 year, with options to extend +3 months (up to a total 12-month period)**

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract shall be **REDACTED – COMMERCIAL SENSITIVE INFORMATION**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £130,000 ex VAT, maximum value £910,000 ex VAT. This will be subject to increases outlined in Call-Off Schedule 5 (Pricing Details).

CALL-OFF CHARGES

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

if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

1.1 The Supplier shall submit invoices to the Authority in accordance with this clause.

1.2 The Authority issues Purchase Orders using Basware and, unless Approved otherwise, the Supplier shall, when invited, register on Basware.

1.3 If the Supplier registers on Basware, a Valid Invoice is an invoice issued through Basware, unless the invoice contains:

- a. additional lines not included in the relevant Purchase Order;
- b. Line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order;
- c. Prices and/or volumes which have been increased without Approval.

1.4 If, with Approval, the Supplier does not register on Basware, a Valid Invoice is an invoice which includes the information set out in Part 2 of Schedule 2 and, if requested by the Authority:

- (c) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
 - (c) the name of the individuals to whom the timesheet relates and hourly rates for each.
 - (c) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;
 - (i) the address of the Premises and the date on which work was undertaken;
 - (i) the time spent working on the Premises by the individuals concerned;
 - (i) details of the type of work undertaken by the individuals concerned;
 - (i) details of plant or materials operated and on standby;
 - (i) separate identification of time spent travelling and/or meal or rest breaks;
and
- if appropriate, details of journeys made and distances travelled.

1.5 The Authority shall not pay an invoice which is not a Valid Invoice.

1.6 The Authority shall not pay the Supplier's overhead costs unless

Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

1.7 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.

1.8 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.

1.9 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause 1.

1.10 The Supplier shall:

- a. add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;

- b. ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
- c. not suspend the Services unless the Supplier is entitled to terminate the Contract for failure to pay undisputed sums of money.

1.11 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

1.12 The Authority shall:

- a. in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract; and
- b. pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

1.13 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of 8 % above the base rate from time to time of Barclays Bank.

BUYER'S INVOICE ADDRESS:

REDACTED – PERSONAL DATA

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED – PERSONAL DATA

BUYER'S ENVIRONMENTAL POLICY

Climate change and environmental sustainability: MOJ

25 September 2023, available online at: [Climate change and environmental sustainability: MOJ - GOV.UK](#)

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 Security

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED – PERSONAL DATA

SUPPLIER'S CONTRACT MANAGER

REDACTED – PERSONAL DATA

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

REDACTED – PERSONAL DATA

KEY SUBCONTRACTOR(S)

n/a

COMMERCIALLY SENSITIVE INFORMATION

Call-off Schedule 4 – Call-off Tender

Call-off Schedule 5 – Pricing Details

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable - Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

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) specifically the response to question 5 and 6 of the Technical Envelope.

For and on behalf of the Supplier		For and on behalf of the Buyer:	
Signature:	<div>REDACTED – PERSONAL DATA</div> <hr/>	Signature:	<div>REDACTED – PERSONAL DATA</div>
Name:	<div>REDACTED – PERSONAL DATA</div>	Name:	<div>REDACTED – PERSONAL DATA</div>
Role:	<div>REDACTED – PERSONAL DATA</div>	Role:	<div>REDACTED – PERSONAL DATA</div>

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

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Date:	REDACTED – PERSONAL DATA	Date:	REDACTED – PERSONAL DATA
Signature:	REDACTED – PERSONAL DATA		
Name:	REDACTED – PERSONAL DATA		
Role:	REDACTED – PERSONAL DATA		
Date:	REDACTED – PERSONAL DATA		

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:	<table border="1"> <tr> <td>Original Contract Value:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>Additional cost due to variation:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>New Contract value:</td> <td>£ [insert] amount]</td> </tr> </table>	Original Contract Value:	£ [insert] amount]	Additional cost due to variation:	£ [insert] amount]	New Contract value:	£ [insert] amount]
Original Contract Value:	£ [insert] amount]						
Additional cost due to variation:	£ [insert] amount]						
New Contract value:	£ [insert] amount]						

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

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.

2. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

How to manage the insurance

3. Without limiting the other provisions of this Contract, the Supplier shall:

3.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

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2. Project Version: v1.0 1

2.1.1 Model Version: v3.1

- 1.1.1 **Joint Schedule 3 (Insurance Requirements)**
- 1.1.2 Crown Copyright 2021
- 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. What happens if you aren't insured

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

5. Evidence of insurance you must provide

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

6. Making sure you are insured to the required amount

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

7. Cancelled Insurance

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

FRAMEWORK REF: RM6282

2. Project Version: v1.0 2

2.1.1 Model Version: v3.1

8. Insurance claims

- 8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 8.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity. relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

1.1.1 **Joint Schedule 3 (Insurance Requirements)**

1.1.2 Crown Copyright 2021

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

REDACTED – COMMERCIALLY SENSITIVE DATA

FRAMEWORK REF: RM6282

2. Project Version: v1.0 4

2.1.1 Model Version: v3.1

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

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

No.	Date	Item(s)	Duration of Confidentiality
1.	14/02/2025	Operational solutions set out within our response to tender	From tender submission to 12 months after the end of the contract
2.	14/02/2025	Tender Pricing	From tender submission to 12 months after the end of the contract
3.	14/02/2025	Personal data that identifies the individual	Enduring
4.	14/02/2025	Management Information & Key Performance Indicator achievement statistics provided during delivery of the services	From tender submission to 12 months after the end of the contract

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 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;

Joint Schedule 5 (Corporate Social Responsibility)

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 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;

- 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;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 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

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

- 5.4 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.

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

Joint Schedule 6 (Key Subcontractors)

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier

under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
"Financial Distress Event"	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

	iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
	in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier [the Guarantor] or any Key Subcontractor]
"Rating Agencies"	the rating agencies listed in Annex 1.

2. When this Schedule applies

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

2.2 The terms of this Schedule shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the

quick ratio for the Monitored Company as at the end of each Contract Year or

such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

3.4 The Supplier shall:

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

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

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs The Supplier shall and shall procure that the other Monitored Companies shall: to Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:.

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under

a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure

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

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure. and Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall: shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dun and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

REDACTED – COMMERCIALY SENSITIVE DATA

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]	
	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 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 Subprocessor 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;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

Joint Schedule 11 (Processing Data)

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- (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;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

Joint Schedule 11 (Processing Data)

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- (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 timescales reasonably required by the Controller) including by immediately providing:

Joint Schedule 11 (Processing Data)

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- (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.
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*).
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;
 - (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.

Joint Schedule 11 (Processing Data)

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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.

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
REDACTED – PERSONAL DATA
- 1.2 The contact details of the Supplier's Data Protection Officer are:
REDACTED – PERSONAL DATA
- 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	The Relevant Authority is Controller and the Supplier is Processor 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: <ul style="list-style-type: none">• <i>Personal information of the staff on sites such as names and email addresses to communicate and plan the movement of the goods.</i>
Duration of the Processing	<i>12 months, from when the contract is signed and any additional extensions</i>
Nature and purposes of the Processing	<i>The nature is to organise the movements of the pallets, to arrange collection and drop off times.</i>
Type of Personal Data	<i>name, address, telephone number, email address</i>
Categories of Data Subject	<i>customers/ clients, suppliers</i>

Joint Schedule 11 (Processing Data)

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Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Data will be retained for the whole duration of the contract, removed once the contract has ended</i>
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Joint Schedule 13 (Continuous Improvement)

1. Relevant Authority's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Relevant Authority's costs (including the Charges /Framework Prices) and/or improving the quality and efficiency of the Deliverables and their supply to the Relevant Authority.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables.
- 2.3 This may include regular reviews with the Relevant Authority of the Deliverables and the way it provides them, with a view to reducing the Relevant Authority's costs (including the Charges/ Framework Prices) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Relevant Authority must provide each other with any information relevant to meeting this objective.
- 2.4 In addition to Paragraph 2.1, the Supplier may be requested by the Relevant Authority to produce at the start of each Contract (or where otherwise specified in the Order Form) a plan for improving the provision of the Deliverables and/or reducing the Charges/Framework Prices (without adversely affecting the performance of this Contract) ("**Continuous Improvement Plan**") for the Relevant Authority's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.4.1 identifying the emergence of relevant new and evolving technologies;
 - 2.4.2 changes in business processes of the Supplier or the Relevant Authority and ways of working that would provide cost savings and/or enhanced benefits to the Relevant Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.4.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.4.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Relevant Authority in meeting their sustainability objectives.
- 2.5 The initial Continuous Improvement Plan may be requested by the Relevant Authority during the first (1st) Contract Year and where applicable, shall be submitted by the Supplier to the Relevant Authority for approval within one

hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- 2.6 The Relevant Authority reserves the right to request the initial Continuous Improvement Plan at any time during the Contract Period which may be after the first (1st) Contract Year, where it is deemed to be beneficial.
- 2.7 The Relevant Authority 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.
- 2.8 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.9 If the Relevant Authority 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.
- 2.10 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 2.7
 - 2.10.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.10.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.11 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first Continuous Improvement Plan has been approved) in accordance with the procedure and timescales set out in Paragraph 2.4.
- 2.12 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.13 Should the Supplier's costs in providing the Deliverables to the Relevant Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Relevant Authority by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.14 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Relevant Authority 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.

Joint Schedule 14 (Benchmarking)

1. DEFINITIONS

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

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

	Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.
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2. When you should use this Schedule

- 2.1. The Supplier acknowledges that the Relevant Authority wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2. This Schedule sets to ensure the Contracts represent value for money throughout and that the Relevant Authority may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3. The Relevant Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 2.4. Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1. How benchmarking works

- 3.1.1. The Relevant Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

- 3.1.2. The Relevant Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.4. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Relevant Authority in writing.
- 3.1.5. Upon its request for a Benchmark Review the Relevant Authority shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Relevant Authority may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.6. The cost of a benchmarker shall be borne by the Relevant Authority (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Relevant Authority.

3.2. Benchmarking Process

- 3.2.1. The benchmarker shall produce and send to the Relevant Authority, for Approval, a draft plan for the Benchmark Review which must include:
 - a) a proposed cost and timetable for the Benchmark Review;

b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

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

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

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

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

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

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

i. market intelligence;

- ii. the benchmarker's own data and experience;
 - iii. relevant published information; and
 - iv. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- c) using the Equivalent Data, calculate the Upper Quartile;
- d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

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

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

- a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- b) exchange rates;

- c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3. Benchmarking Report

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

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

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

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

Number	Question	Format	Response
1	Are you able to meet the requirements outlined in specification RM6282-Call-Off-Schedule-20-Specification-v1.0	Yes/No response	
2	Please explain how quickly you are able to mobilise to deliver the requirements with immediate effect	200 words	
3	Explain how will you work to ensure there is no damage or issues caused to any of the goods you store from the Ministry of Justice?	500 words	
4	Explain how you will manage the process of receiving the pallets and then preparing them to be sent out (including timescales and resource required)?	500 words	
5	Theme 3: How does your storage facility contribute to a low carbon economy?	500 words	
6	Theme 2: How does your storage facility contribute towards local employment?	500 words	

Pricing

Outlined in Call-off Schedule 5