



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

DDaT22333 ACAS Service Design Approach to a Channel Strategy

Framework Schedule 6 (Order Form)

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference: DDaT22333

Call-Off Title: ACAS Service Design Approach to a Channel Strategy

Call-Off Contract Description:

ACAS is undergoing significant transformation, and while the teams have a common mission, we do not have a well-defined and widely agreed baseline of services. We need an experienced service design team to map our services, scale service design, and build a channel strategy.

The Buyer: Advisory, Conciliation and Arbitration Service (ACAS)

Buyer Address: Acas National, 8th Floor Windsor House, 50 Victoria Street, London SW1H 0TL

The Supplier: The Public Service Consultants Limited (trading as The PSC)

Supplier Address: 30 Stamford St, London SE1 9LQ

Registration Number: 05671510

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **29th September 2022**.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1: Digital Outcomes

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) RM1043.7
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 4 CCS Core Terms (version 3.0.9)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

Call-Off Start Date: Tuesday, 4th October 2022

Call-Off Expiry Date: Monday, 5th June 2023

Call-Off Initial Period: 8 Months

Call-Off Optional Extension Period: 2 Months

Minimum Notice Period for Extensions: 8 Weeks

Call-Off Contract Value: The contract value is £395,500.00 excluding VAT

The initial contract value for the 8 months shall not exceed £395,500.00 excluding VAT with up to an additional £79,100 excluding VAT should the Advisory, Conciliation and Arbitration Service (ACAS) decide to utilise the up to 20% contingency margin to accommodate any changes to the SOW deliverables during the term of the SOW as stated in the DOS framework agreement. However, there is no commitment to spend up to this amount.

Call-Off Deliverables

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

Deliverables.

Reimbursable Expenses

None

Payment Method

BACS (30 days in arrears upon receipt of a valid invoice)

All invoices to be submitted monthly in arrears to finance@acas.org.uk.

Buyer's Invoice Address

Acas National,
8th Floor Windsor House,
50 Victoria Street,
London SW1H 0TL

Buyer's Authorised Representative

Samantha Clark

Chief Operating Officer

T. 0330 109 3957

M. 07818 484 343

Email: sclark@acas.org.uk

8th Floor Windsor House,
50 Victoria Street,
London, SW1H 0TL

Buyer's Environmental Policy

N/A

Buyer's Security Policy

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](#)

Supplier's Authorised Representative

Dr. Antonio Weiss

Senior Partner

Tel. 07719 232735

Email: Antonio.Weiss@thepsc.co.uk

30 Stamford St, London SE1 9LQ

Supplier's Contract Manager

Dr. Antonio Weiss

Senior Partner

Tel. 07719 232735

Email: Antonio.Weiss@thepsc.co.uk

30 Stamford St, London SE1 9LQ

Progress Report Frequency

On a weekly basis

Progress Meeting Frequency

On a weekly basis

Key Staff

Name	Role	Details
Katie Burns	Service Designer	07393462117 Katie.Burns@thepsc.co.uk
Tushar Mehta	Delivery Manager	07795 558257 Tushar.Mehta@thepsc.co.uk
Shuying Xu	User Researcher	07769843194 shuying.xu@thepsc.co.uk
Phil Buckley	Digital Director/Service Designer	07471 036159 Phil.buckley@thepsc.co.uk
Antonio Weiss	Senior Partner	07719 232735 Antonio.Weiss@thepsc.co.uk

Key Subcontractor(s)

N/A

Commercially Sensitive Information

Please see Joint Schedule 4

Balanced Scorecard

N/A

Material KPIs

Please see Schedule 2

Additional Insurances

N/A

Guarantee

N/A

Social Value Commitment

N/A

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier – The PSC:

Signature: 

Name: Dr. Antonio Weiss

Role: Senior Partner

Date: 03.10.2022

For and on behalf of the Buyer – ACAS:

Signature: 

Name: Samantha Clark

Role: Chief operations officer

Date: 03.10.2022

Annex 1 - Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 23 September 2022

SOW Title: ACAS Service Design Approach to a Channel Strategy

SOW Reference: DDaT22333

Call-Off Contract Reference: DDaT22333

Buyer: ACAS

Supplier: The PSC

SOW Start Date: 4 October 2022

SOW End Date: 31 March 2023

Duration of SOW: 25 weeks

Key Personnel (Buyer): Sam Clark

Key Personnel (Supplier): Antonio Weiss, Katie Burns

Subcontractors: None

1 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

ACAS is undergoing significant transformation, and while the teams have a common mission, we do not have a well-defined and widely agreed baseline of services. We need an experienced service design team to map our services, scale service design, and build a channel strategy.

Delivery phase(s): Discovery and alpha

Overview of Requirement: Delivery

2 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Sprint 0	<ul style="list-style-type: none"> ● A thorough meta-analysis of existing service-mapping and relevant work is conducted to avoid duplication while ensuring that non-validated work is documented as such ● Agile ceremonies are established ● Prioritised what the knowns/unknowns of the project are ● Risks, issues and dependencies are logged ● Vision and outcomes agreed ● RACI finalised and agreed ● Agreed ways of working ● Onboarded to Acas tooling ● Understand Acas' approach to user research and data-handling ● Collaborate with relevant stakeholders to agree the standards, principles and tools to be used during service mapping (to ensure consistency in approach and that it can be sustained) ● Met with key-stakeholders ● Create a plan for upskilling and 	18 October 2022

		<ul style="list-style-type: none"> mentoring for each associate ● Set out overarching project goals 	
MS02	Phase 1 - 'Discover'	<ul style="list-style-type: none"> ● A list of services that has been agreed at Exec board level ● A prioritised roadmap showing the order in which we will map each service based on quantitative data, KPIs, costs of service etc ● Documented the channel metrics for each service ● Identify potential service owners; taking into account changes to the operational model. Done through proper staff engagement through things like surveys and workshops. ● Service ownership training for new service owners ● A user research strategy for the project is developed to enable the recruitment of representative samples for user research. This must include non-users. ● Engage with existing community of practice leads ● Begin user recruitment ● Develop milestones and agree with Acas team 	23 November 2022
MS03	Phase 2 - 'Synthesise'	<ul style="list-style-type: none"> ● When mapping each service: to capture the experience of several external users (including non-users) and their preferred channel to use, in order to create experience maps based on real user experiences and not solely reliant on third-party accounts from SMEs and internal staff ● Based on the service maps, to create an initial understanding of each channel, including quantitative metrics and user preferences, to lead into developing the channel strategy in the next phase ● Services are grouped into service lines, each with an agreed epic 	4 th January 2023

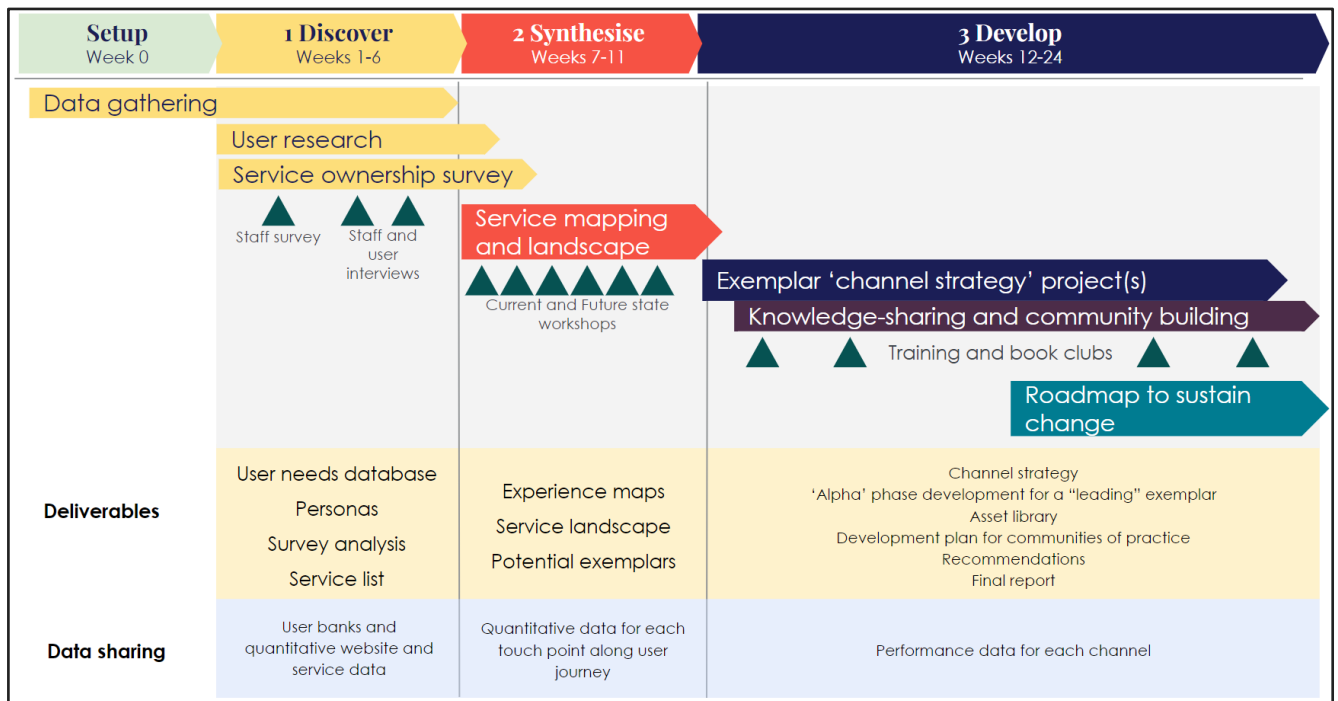
		<p>level user need</p> <ul style="list-style-type: none"> ● Current state workshops are used to confirm thinking and align teams on epic level user needs, pain points, opportunities and channel preferences ● As each service is completed it should be handed over to BAU, ownership passed to service owner who will be accountable for ensuring that the service definition is maintained, with the support from the service design team ● Refined list of service is created and based on GOV.UK best practice for naming conventions etc ● User needs database includes validated user needs across all services in the service list. The list is manageable and can be accessed by anyone in Acas ● The user needs database should be a concise, consistently written, prioritised list of user needs that are actionable and easy to maintain and written using best practice ● A common list of users is developed that can be mapped to personas and service lines incl. the channel strategy ● A portfolio view of all Acas services is developed that is viewable by everyone in Acas, and mechanisms for its maintenance, future use and promotion is produced and agreed with accompanying consistency principles ● The usability of the portfolio view should be validated with key stakeholders for findability, comprehension, and practicability/usefulness for a wide sample of Acas staff and stakeholders ● Gap analysis of user needs provides actionable recommendations on how to 	
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		<p>improve services, so they address all user needs</p> <ul style="list-style-type: none"> • Creative ideation techniques are used to reimagine how services could work and create a backlog of prioritised service improvements • Recommend a practical approach to setting-up service communities (additional blog from GDS) that are specific to the service lines and channel strategy I.e., what service communities should be set-up and how do we go about it 	
MS04	Phase 3 - 'Develop'	<ul style="list-style-type: none"> • Five proposals for exemplar channel strategy projects are presented that include details on how we can measure the impact of change and the potential impact of change • A recommendation on which exemplar project to start is given and backed by data. • Co-deliver an exemplar channel-shift project to demonstrate the value of service design methodology more widely in the organisation, keeping ownership with Acas and involving service owners, service designers, delivery and support team as required. • Set-up of one exemplar service community • 2-day training course in delivering digital user-centred projects should also include key service owners and service teams • A finalised channel strategy for all Acas services delivered to Exec board that shows Acas which channels work best for users at different points of their journey and where we can shift users into digital or asynchronous support to reduce transaction costs. • The channel strategy must show how Acas can increase its reach and access. This must be based on evidence. 	29 March 2023

		<ul style="list-style-type: none"> ● A roadmap that shows how we can ensure change is embedded within Acas and become self-sustained. ● To include: a prioritised backlog of services to improve, easy to navigate repository of tools and assets, and a plan for taking communities of practice to the next level (e.g., beyond the organisation) ● Final report that summarised key learnings from the projects 	
MS05	Upskilling and mentoring	<p>This needs to occur intensively from start to finish of the project.</p> <ul style="list-style-type: none"> ● There should be tailored upskilling and mentoring for the associates (service designer, delivery manager and user researcher). ● The associate service designers, user researcher and delivery manager form part of the core team, shadowing specialists and given increased ownership of work as they become more confident and build their knowledge ● Domain specialists will help associates deliver on specific goals in order to build their knowledge and confidence ● Suppliers will work collaboratively with Acas staff to support upskilling goals 	
MS06	Throughout project	<ul style="list-style-type: none"> ● Keep to the principles in the GOV.UK Service Standard ● Identify, understand, engage and strengthen stakeholder relationships by establishing frequent and open channels of communication. Build trust by listening to their needs, meeting commitments and delivering quality ● Critical review points to evaluate progress, blockers to ensure that the plan in train and give us an opportunity to reprioritise and realign 	

		<ul style="list-style-type: none"> • Domain specialists should take an active role in relevant communities of practice • Collaborate with the user research squad to draft user needs in a consistent and effective way. Upskill the user research squad to maintain the database so that new ways of working are embedded. 	
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Delivery Plan:



Dependencies: N/A

Supplier Resource Plan: N/A

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: N/A

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber

Essentials Scheme).

SOW Standards:

Not applicable

Performance Management:

Material KPIs	Target	Measured by
Not Applicable		

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Senior Service Designer	Katie Burns	Permanent The PSC staff member	Permanent The PSC staff member
Delivery Manager	Tushar Mehta	Permanent The PSC staff member	Permanent The PSC staff member
Senior User Researcher	Shuying Xu	Permanent The PSC staff member	Permanent The PSC staff member
Senior Product Manager	Mark Buckley	Permanent The PSC staff member	Permanent The PSC staff member
Business Analyst	Katie Evans	Permanent The PSC staff member	Permanent The PSC staff member
Service Design Expert	Phil Buckley	Permanent The PSC staff member	Permanent The PSC staff member
Transformation Expert	Dr. Antonio Weiss	Permanent The PSC staff member	Permanent The PSC staff member

Reimbursable Expenses:

None

1 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Signature: 

Name: Dr. Antonio Weiss

Role: Senior Partner

Date: 03.10.2022

For and on behalf of the Buyer

Signature:

Name: Samantha Clark

Role: Chief operations officer

Date: 03.10.2022

Joint Schedule 1 (Definitions) RM1043.7

1 Terms and definitions

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and
 - 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

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

Term	Definition
Achieve	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone if specified within the Buyer's acceptance testing procedure and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
Additional Insurances	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
Admin Fee	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS at: https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know ;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliates	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
Annex	extra information which supports a Schedule;
Approval	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
Audit	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; (c) verify the Open Book Data; (d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; (g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (h) review any books of account and the internal contract

	<p>management accounts kept by the Supplier in connection with each Contract;</p> <p>(i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>(j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>(k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
Auditor	<p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
Authority	CCS and each Buyer;
Authority Cause	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
BACS	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
Balanced Scorecard	a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicator, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;
Beneficiary	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
Buyer	the relevant public sector purchaser identified as such in the Order Form;
Buyer Assets	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
Buyer Authorised Representative	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
Buyer Premises	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
Buyer's Guidance	guidance for Buyers on how to buy digital services using the Framework Contract, located at: https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide ;

Call-Off Contract	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
Call-Off Contract Period	the Contract Period in respect of the Call-Off Contract;
Call-Off Expiry Date	the latter of the scheduled date of the end of a Call-Off Contract as stated in the Order Form or the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
Call-Off Incorporated Terms	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
Call-Off Initial Period	the Initial Period of a Call-Off Contract specified in the Order Form;
Call-Off Optional Extension Period	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
Call-Off Procedure	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
Call-Off Special Terms	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
Call-Off Start Date	the date of start of a Call-Off Contract as stated in the Order Form;
Call-Off Tender	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
Cap	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope;
Capped Time and Materials	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
CCS	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
CCS Authorised Representative	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
Change in Law	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
Change of Control	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
Charges	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order

	Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
Claim	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
Commercially Sensitive Information	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
Contract	either the Framework Contract or the Call-Off Contract, as the context requires;
Contract Period	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: (a) applicable Start Date; or (b) the Effective Date up to and including the applicable End Date;
Contract Value	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
Contract Year	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
Control	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
Controller	has the meaning given to it in the GDPR;
Core Terms	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
Costs	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: (a) base salary paid to the Supplier Staff; (b) employer's National Insurance contributions; (c) pension contributions; (d) car allowances; (e) any other contractual employment benefits;

	<p>(f) staff training;</p> <p>(g) work place accommodation;</p> <p>(h) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>(i) reasonable recruitment costs, as agreed with the Buyer;</p> <p>costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>(a) Overhead;</p> <p>(b) financing or similar costs;</p> <p>(c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>(d) taxation;</p> <p>(e) fines and penalties;</p> <p>(f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
CRTPA	the Contract Rights of Third Parties Act 1999;
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
Data Protection Liability Cap	the amount specified in the Framework Award Form;
Data Protection Officer	has the meaning given to it in the GDPR;
Data Subject	has the meaning given to it in the GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Deductions	all Service Credits, Delay Payments (if applicable), or any other

	deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
Default	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
Default Management Charge	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
Delay Payments	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay of a Milestone as specified in the Implementation Plan;
Deliverables or Digital Deliverables	Goods and/or Services that may be ordered under the Contract including the Documentation;
Delivery	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
Disclosing Party	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
Dispute	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
Dispute Resolution Procedure	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
Documentation	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on

	those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
DPA 2018	the Data Protection Act 2018;
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
Effective Date	the date on which the final Party has signed the Contract;
EIR	the Environmental Information Regulations 2004;
Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
End Date	the earlier of: (a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or (b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);
Environmental Policy	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
Equality and Human Rights Commission	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
Estimated Year 1 Charges	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
Estimated Yearly Charges	means for the purposes of calculating each Party's annual liability under Clause 11.2 : (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or (c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
Existing IPR	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018;
Expiry Date	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
Extension Period	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
Fixed Price	the pricing mechanism whereby the Buyer agrees to pay the Supplier

	based on a capped price which shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter how much work is required to complete each identified Deliverable within the agreed scope;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure Event	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including: <ul style="list-style-type: none"> (a) riots, civil commotion, war or armed conflict; (b) acts of terrorism; (c) acts of a Central Government Body, local government or regulatory bodies; (d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Framework Award Form	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
Framework Contract	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
Framework Contract Period	the period from the Framework Start Date until the End Date of the Framework Contract;
Framework Expiry Date	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
Framework Incorporated Terms	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
Framework Optional Extension Period	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
Framework Price(s)	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
Framework Special Terms	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
Framework Start Date	the date of start of the Framework Contract as stated in the Framework Award Form;
Framework Tender Response	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);

Further Competition Procedure	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679);
General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
General Change in Law	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Goods	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
Good Industry Practice	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Government Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Authority; or (b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
Guarantor	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
HMRC	Her Majesty's Revenue and Customs;
ICT Policy	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
Impact Assessment	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the

	<p>resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>(e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
Implementation Plan	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
Incremental Fixed Price	the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;
Indemnifier	a Party from whom an indemnity is sought under this Contract;
Independent Control	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “ Independent Controller ” shall be construed accordingly;
Indexation	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
Information	has the meaning given under section 84 of the Freedom of Information Act 2000;
Information Commissioner	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
Initial Period	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
Insolvency Event	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other</p>

	<p>companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
Installation Works	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
Intellectual Property Rights or IPR	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs (whether registrable or otherwise), Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off;</p>
Invoicing Address	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;

IPR Claim	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
IR35	the off-payroll rules requiring individuals who work through their intermediary pay the same income tax and National Insurance contributions as an employee which are at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
Joint Controller Agreement	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
Joint Controllers	where two or more Controllers jointly determine the purposes and means of Processing;
Joint Control	where two or more Controllers agree to jointly determine the purposes and means of Processing Personal Data;
Key Staff	the individuals (if any) identified as such in the Order Form and any Statement of Work;
Key Sub-Contract	each Sub-Contract with a Key Subcontractor;
Key Subcontractor	any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
KPI Target	a key performance indicator target included in the Balanced Scorecard;
Law	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
LED	Law Enforcement Directive (Directive (EU) 2016/680);
Losses	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
Lots	the number of lots specified in Framework Schedule 1 (Specification), if applicable;

Management Charge	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
Management Information or MI	the management information specified in Framework Schedule 5 (Management Charges and Information);
MI Default	means when two (2) MI Reports are not provided in any rolling six (6) month period;
MI Failure	means when an MI report: <ul style="list-style-type: none"> (a) contains any material errors or material omissions or a missing mandatory field; or (b) is submitted using an incorrect MI reporting Template; or (c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
MI Report	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
MI Reporting Template	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
Milestone	an event or task described in the Implementation Plan or Statement of Work;
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Misconduct	has the meaning given to it in Paragraph 7.2 of Framework Schedule 7 (Call-Off Award Procedures);
Month	a calendar month and " Monthly " shall be interpreted accordingly;
National Insurance	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
New IPR	<ul style="list-style-type: none"> (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or (b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>
Occasion of Tax Non-Compliance	<p>where:</p> <ul style="list-style-type: none"> (a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (b) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (c) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or

	(d) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
Off-Payroll Worker	a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;
Open Book Data	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>(b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>(i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>(ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</p> <p>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>
Order	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
Order Form	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
Order Form Template	the template in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules), as applicable;
Other Contracting Authority	any actual or potential Buyer under the Framework Contract;

Overhead	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
Parliament	takes its natural meaning as interpreted by Law;
Party	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
Performance Indicators or PIs	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
Personal Data	has the meaning given to it in the GDPR;
Personal Data Breach	has the meaning given to it in the GDPR;
Personnel	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
Prescribed Person	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, is online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
Processing	has the meaning given to it in the GDPR;
Processor	has the meaning given to it in the GDPR;
Progress Meeting	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
Progress Meeting Frequency	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1, as specified in the Order Form;
Progress Report	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
Progress Report Frequency	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
Prohibited Acts	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or

	<p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Call-Off Schedule 26 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or, Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
Recall	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
Recipient Party	the Party which receives or obtains directly or indirectly Confidential Information;
Rectification Plan	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
Rectification Plan Process	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan);
Regulations	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
Reimbursable Expenses	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>

Relevant Authority	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
Relevant Authority's Confidential Information	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
Reminder Notice	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
Replacement Deliverables	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
Replacement Subcontractor	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
Replacement Supplier	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
Request For Information	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
Required Insurances	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
Restricted Staff	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;
Satisfaction Certificate	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;

Security Management Plan	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
Security Policy	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Self Audit Certificate	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
Serious Fraud Office	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
Service Levels	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
Service Period	has the meaning given to it in the Order Form;
Service Provision	one or more of the service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
Services	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
Service Transfer	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
Service Transfer Date	the date of a Service Transfer;
Sites	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
SME	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
SOW End Date	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;
SOW Start Date	the date of the start of the Statement of Works as stated in the SOW;
Special Terms	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
Specific Change in Law	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
Specification	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
Standards	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

	<p>(b) standards detailed in the specification in Framework Schedule 1 (Specification);</p> <p>(c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>(d) relevant Government codes of practice and guidance applicable from time to time;</p>
Start Date	in the case of the Framework Contract, the date specified on the Framework Award Form, in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
Statement of Requirements	a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
Statement of Works (SOW)	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
Status Determination Statement or (SDS)	a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services.
Storage Media	the part of any device that is capable of storing and retrieving data;
Sub-Contract	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>(a) provides the Deliverables (or any part of them);</p> <p>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
Subcontractor	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
Subprocessor	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
Supplier	the person, firm or company identified in the Framework Award Form;
Supplier Assets	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
Supplier Authorised Representative	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
Supplier Compliance	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

Officer	
Supplier's Confidential Information	<p>(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>(c) Information derived from any of (a) and (b) above;</p>
Supplier's Contract Manager	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
Supplier Equipment	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
Supplier Marketing Contact	shall be the person identified in the Framework Award Form;
Supplier Non-Performance	<p>where the Supplier has failed to:</p> <p>(a) Achieve a Milestone by its Milestone Date;</p> <p>(b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>(c) comply with an obligation under a Contract;</p>
Supplier Profit	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
Supplier Profit Margin	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
Supplier Staff	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
Supporting Documentation	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
Tax	<p>(a) all forms of taxation whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to</p>

	any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
Test Issue	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
Test Plan	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
Tests	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
Third Party IPR	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
Time and Materials	a pricing mechanism where by the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;
Transferring Supplier Employees	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transparency Information	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (b) Commercially Sensitive Information;
Transparency Reports	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
Variation	any change to a Contract;
Variation Form	the form set out in Joint Schedule 2 (Variation Form);
Variation Procedure	the procedure set out in Clause 24 (Changing the contract);
VAT	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
VCSE	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
Worker	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
Worker Engagement	the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be:

Route	(a) employed by the Supplier the Buyer contracts with, (b) employed by another organisation within the supply chain, e.g. an agency or umbrella company, (c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company, (d) an independent sole trader.
Working Day	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
Work Day	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
Work Hours	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

SCHEDULES

(Joint Schedules and Call-off Schedules)

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]
[Statement of Work (SOW) reference:]	[insert SOW reference number and title (if applicable) or delete row]
[Buyer reference:]	[insert cost centre/portfolio codes as appropriate]
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	[insert detail here or use Annex 1 below]
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] [reference Annex 1 as appropriate]
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to variation: £ [insert amount]
	New Contract value: £ [insert amount]
[Timescale variation/s:]	[insert changes to dates/milestones or delete row]

- . 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].
- . Words and expressions in this Variation shall have the meanings given to them in the Contract.
- . 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):
Job Title:
Address:

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

Signature:
Date:
Name (in capitals):
Job Title:
Address:

Joint Schedule 3 (Insurance Requirements)

1 The insurance the Supplier needs 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 the Contract Period and for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2 How to manage the insurance

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

3 What happens if the Supplier is not insured

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

4 Evidence of insurance to be provided

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

5 Required amount of insurance

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

6 Cancelled insurance

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

7 Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Annex: Required insurances

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

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:		[Guidance: Explain the Default, with clear Schedule, Clause and Paragraph 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) RM1043.7

Definitions

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

Term	Definition
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;
 - (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);
 - 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 EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; 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 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (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 6 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 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 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 GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (Processing Data).

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 8 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 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 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 GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the 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 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.
- 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 27 of this Joint Schedule 11.

Annex 1: Processing Personal Data – Not used

Call-Off Schedule 1 (Transparency Reports)

1 Transparency Reports

- . 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.
- . 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.
- . 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.
- . The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance metrics]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
[Key Subcontractors and supply chain governance]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance and underperformance management]	[]	[]	[]
[Resource plans]	[]	[]	[]

Guidance note:

Per PPN 01/17 the following types of information are to be included in the Transparency Reports:

- contract prices and any incentivisation mechanisms in the contract
- performance metrics
- plans for management of underperformance
- governance arrangements, including those for supply chains where significant contract value rests with subcontractors
- resource plans
- service improvement plans

Call-Off Schedule 3 (Continuous Improvement)

1 Buyer's Rights

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

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 Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 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
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 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.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

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

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

1 Call-Off Contract Charges

1.1 The Supplier shall provide:

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables in accordance with the Buyer's Statement of Requirements.
- 1.1.2 for each individual Statement of Work (SOW), the applicable Charges, calculated in accordance with the charging methods detailed in the Order Form and using all of the following:
- (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract;
 - (b) the number of Work Days, or pro rata for every part of a Work Day (see Paragraph 1.2 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff and/or facilities will be required to provide the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date; and
 - (c) except in the case of Lot 3 (User Research Studios), a contingency margin of up to 20% of the SOW value ("**Contingency Margin**") applied to the sum calculated on the basis of (a) and (b), to accommodate any changes to the SOW Deliverables during the SOW Start Date and SOW End Date. The Supplier must (i) explain the reasons for its proposed use of, and (ii) obtain the Buyer's Approval before applying, any amount of the Contingency Margin.

1.2 Further to Paragraph 1.5 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

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

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

Chapter-C Travel-and-Subsistence-Policy

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OFFICIAL TRAVEL		

1.1. Principles

If you have to incur additional cost by travelling on Acas' business in the course of doing your job, reasonable expenses will be recompensed.

You should always consider whether you could use video or teleconferencing instead of travelling at all. If travel is necessary, please book tickets well in advance and manage your time so that you can use specified trains. Please also remember that all bookings should be made through the Acas Booking Service. Government Procurement Cards (GPC) should only be used in exceptional circumstances which you should flag up to your line manager. Finance colleagues will monitor all spend on travel and will follow up on all occasions when GPC is used.

1.2 These rules and guidance apply to all staff. They deal with travelling by public

transport, own private car, hire car, motorcycle and bicycle.

FIRST: DO YOU NEED TO TRAVEL?

1.3 Before you travel consider whether the journey is really necessary. Everyone must seek to minimise costs by travelling only when it is really necessary.

SECOND: EFFECTIVENESS (COST AND OTHER CONSIDERATIONS)

1.4 Choose the "best" method of travel, taking account of cost effectiveness, efficiency, emissions and considerations such as personal health and safety. The most cost effective means of travel should take account not only of cost of travel but also the cost of official time and subsistence. In terms of making 'greener' choices, sometimes a more costly means of travel is considered to be more effective for the organisation.

1.5 Use Public Transport:

- where it would be cheaper than using your own car; and
- the saving would not be outweighed by lost efficiency or increased subsistence. OR
- to make emissions savings.

1.6 Travel as a passenger with a colleague if it will not be inefficient to do so.

1.7 Use a hire car. Acas can hire cars at reduced rates and you can opt for hybrid vehicles in order to make emissions savings. Compare this to the **Revenue Mileage Rate (RMR)** and **Transfer Mileage Rate (TMR)**, where applicable.

PLAN YOUR JOURNEY

2.1 Plan your journey to keep fares, subsistence, mileage and travelling time to a minimum.

JOURNEYS: Claim for costs you incur

2.2 Claim for costs you actually incur by travelling because of your work.

CLAIMS START AT THE OFFICE

2.3 Claim, normally, from and to your office:

- either your permanent office
- or the one at which you are on temporary transfer (but see also paragraphs 2.5 & 2.7.)

A longer route would be quicker?

2.4 If you take a longer route because it will be quicker, avoiding traffic congestion, justify it with a note on your claim - but see also paragraphs 2.6 to

2.7.

Travel between home and place of visit: office to destination or home to destination?

2.5 Claim for travelling direct from or to your home only if the claim will be: -
either the same as travelling from and to your office - or
less (including subsistence as well as mileage or fares).

2.6 If you start or end an official journey from your home, you should claim, usually, for travelling between the place you visited and your home (the actual distance) or the place you visited and your office (the notional distance), whichever is less.

2.7 If your "office to visit" route would usually include a ring road or a by-pass (e.g. the M25) - because it would be quicker to travel that way than by a more direct but busier route - you may calculate the notional distance to include travelling by the ring road.

Definition of "your home"

2.8 For calculating mileage "your home" means the place where you normally live when working at your permanent office. If you do not keep your car there, "home" can mean the place where you normally keep it when you are working at your permanent office.

2.9 If you are living away from your normal home during a temporary transfer, the place where you are living temporarily should be regarded as your home. Mileages should be reckoned from there or from your temporary office.

2.10 HMRC rules regarding permanent workplaces

As a general principle employees are subject to tax on all the income they receive from their employment including pay, benefits in kind and any expenses payments.

Where an employee is obliged to incur travelling costs in the performance of their duties or travelling to or from a place they have to attend in the performance of their duties, they are entitled to tax relief for the full cost of the expense as the workplace is temporary. This however does not include a journey that is ordinary commuting or private travel.

Business travelling expenses are travelling expenses which involve two types of business journey:

- journeys which employees **have to** make in the performance of their duties; and
- journeys which employees make to or from a place they **have to** attend in the performance of their duties but **not** journeys which are ordinary commuting or private travel. Any journey between an employee's permanent workplace and home is ordinary commuting – for which no tax relief is due.

Business travel to a temporary workplace is a business expense as long as travel to that place is required for the performance of the duties of the employment, for the purposes of performing a task of limited duration or for some other temporary purpose.

It is usually clear whether or not a place is an employee's permanent workplace (and therefore, whether a journey to that place is ordinary commuting). For example, an employee's contract of employment will specify where they will be based and this will be their permanent workplace.

Employees who transfer permanently will change their permanent workplace from the old to the new workplace.

Where an employee is seconded to another Acas office, for a period of limited duration, for example to cover for another staff member on maternity leave, whether the new workplace is temporary or permanent will depend on the period of the secondment. If from the outset the period is for less than 24 months the workplace will be temporary and tax relief is due. If it is for more than 24 months then the workplace is permanent and no tax relief is due.

If the length of a secondment changes from under 24 months to more than 24 months then from the time it is known that the secondment will be in excess of 24 months expenses become taxable. Likewise, if a secondment was initially for more than 24 months and was reduced to less than 24 months then from the date of the change in the time period the expenses will not be taxable.

An employee's permanent workplace is not a matter of choice but based on fact. It is possible for an employee to have more than one permanent workplace. This is where they spend a significant extent of their working time at that place. For the purposes of operating this rule HMRC regard duties as performed to a significant extent at any workplace if an employee spends 40% or more of their working time at that place.

Where an employee has clearly not been seconded but their work takes them to more than one Acas office or home the test is whether the employee has spent, or is likely to spend, 40% or more of their working time at that particular workplace. Where these are the facts the workplace is a permanent workplace so travel between there and home is ordinary commuting for which there is no tax relief.

Acas has employees that fall into this category (i.e. they have not been seconded but spend time regularly at more than one location) and these employees are referred to as 'regular travellers'. For these individuals Acas will monitor the time spent in the location that is not designated in their contract as their base to establish whether they spend or have spent 40% or more of their working time there, in which case this is also a permanent workplace.

If it is a permanent workplace then the travel expenses and hotel accommodation incurred by such 'regular traveller' on Acs301s, or paid directly by Acas to HRG, to enable the employee to attend that location will be treated as earnings for which no tax relief is available.

In order to prevent staff, caught by these rules, from having to pay such a significant cost from their salaries Acas grosses up the expenses claimed as 'non-taxable' travel, subsistence and accommodation and pays them through the payroll, therefore settling the tax and NIC due on these expenses. All tax and NIC due will have been paid by Acas to HMRC leaving no further liability for the employee at the end of the tax year. These expenses will not be treated as earnings for superannuation purposes.

TRAVELLING BY PRIVATE TRANSPORT

3.1 This section deals with travelling by private car, leased car, hire car, motorcycle and bicycle.

MILEAGE ALLOWANCES

3.2 There are 2 main mileage rates:

- Revenue Mileage Rate – see 4.1 - 4.6
- Transfer Mileage Rate - see 5.1 – 5.3

3.3 There are also allowances for:

- carrying official passengers - 6.1
- carrying equipment - 6.2
- using a motorcycle - 7.1 - 7.2
- using a bicycle - 8.1 - 8.2

Loans are available for buying a bicycle for use in connection with work.

CLAIMING FOR MILEAGE EXPENSES

3.4 Whichever rate you are claiming always state on your claim form:-

- a) Where your journey began and ended,
- b) The actual distance travelled, CLAIM:
- c) The lower of the actual or notional mileage.

SPECIFY:

- d) The miles and the amount of money you are claiming;
- e) The names of any passengers for whom you are claiming and the offices where they work.

REVENUE MILEAGE RATE

4.1 Revenue mileage rate (RMR) is paid for using your own private car on official journeys when it would be reasonable to do so, because using it is more cost effective than travelling in any other way. The rate of RMR that you can claim depends upon the number of miles you have travelled in the financial year.

CONDITIONS FOR CLAIMING RMR

4.2 You can claim RMR only if you satisfy all the conditions:

- a. that using your own car at RMR will be reasonable both in Acas' interests because it will be more cost-effective and efficient than any method of travel, and taking account of considerations such as health and safety. other personal
- b. that you have your line manager's approval to travel. Many staff regularly and do not need to get approval for absolutely every journey; general approval for their work is acceptable. However approval is needed for exceptional journeys and for journeys by staff who do not travel regularly. travel
- c. that you will carry passengers if asked, unless you have reasonable grounds to refuse to do so.
- d. that you own the car or your husband, wife or household partner owns it (see also paragraphs C13.2 - 13.4 – permission to use a borrowed car),
- e. that you have comprehensive insurance cover against damage to or loss of the car, meeting the conditions in paras C 14.1 - 14.8.

EXCEPTION FOR STAFF WITH DISABILITIES

4.3 Staff with disabilities who cannot use public transport and always have to travel by car may claim RMR for all official journeys in their own car, subject to having the required comprehensive insurance cover. For longer journeys they should still consider using a hired car - unless they must use their own because it has been adapted for their needs.

TRANSFER MILEAGE RATE

5.1 Transfer Mileage Rate (TMR) is payable instead of RMR for any journeys in connection with a permanent or temporary transfer at public expense.

INSURANCE

5.2 If you claim TMR you must have adequate motor insurance cover, as required by law and that under your policy the Crown would be indemnified in the event of an accident. **Refer to Paragraphs 14.1 to 14.3.**

ACAS' LIABILITY

5.3 If you suffer loss or injury on a journey for which you are claiming TMR, and your insurance is not fully comprehensive, Acas will not accept liability for any uninsured injuries or losses.

CARRYING OFFICIAL PASSENGERS

6.1 If you are claiming at RMR and you carry colleagues who would otherwise have claimed travel expenses, you may claim a passenger mileage rate for each mile the passenger travels with you, even if your mileage allowances are limited for any reason (e.g. to notional mileage). See current T & S rates for details.

CARRYING EQUIPMENT

6.2 If you carry official equipment inside your car, because it will not fit inside the boot, you may claim a supplement per mile - but only for the miles you carried the equipment.

MOTORCYCLE RATE

7.1 If you use a motorcycle in the course of your work you may claim a mileage rate. See current t & S rates for details.

7.2 The insurance conditions for claiming for using a motorcycle are the same as those for claiming RMR.

BICYCLE

8.1 Staff wishing to buy a bicycle for use in connection with work may apply for a loan – see **Chapter U**.

8.2 If you use a bicycle for official travel you may claim a mileage rate. See current T & S rates for details.

HIRE CARS

9.1 Acas can hire cars at reduced rates. On longer journeys a hire car can be:

- a) much cheaper than using your own car;
- b) cheaper and quicker than using the train - especially if more than 1 person is travelling - as well as providing more flexibility.

9.2 Hybrid vehicles should always be opted for when available as they have the potential to result in significant carbon emissions savings.

9.3 "Rule of thumb"

- i) With a hired car, the break even point can be:-
 - compared to RMR - a journey of about 120 miles
 - compared to TMR - a journey of about 150 miles

If you claim RMR or TMR -

- ii) You **should consider** using a hired car - for journeys of more than 100 miles.
- iii) You **ought, usually,** to use a hired car - for journeys if more than 120 miles.
- iv) You **are expected, usually,** to use a hired car - if you are travelling more than 140 miles.

9.4 **Work out the costs.**

Break even can be:

- lower if more than 1 person is travelling.
- higher if there is a delivery charge from the depot to your home or office.

But sometimes using a hired car:

- would be more expensive than travelling another way, or
- genuinely not practical, e.g. because of distance from the nearest depot.

Delivery/collection to your home or office can be free.

And if your own car is not available:

9.5 You may use a hire car for official journeys if your car is temporarily unavailable, e.g. because it is being repaired or you are waiting for a new one to be delivered.

Hire cars: mileage supplements

9.6 If you use a hire car you cannot claim any mileage supplement for carrying passengers or equipment.

See appendix C2 for details of the car hire scheme and how to claim for fuel.

PARKING, TOLLS, FERRIES, GARAGING DURING OFFICIAL TRAVEL

10.1 If, in the course of your work, you must pay for parking, tolls or ferries, you may claim reimbursement, whichever mileage rate you are claiming or by whatever means you are travelling. Always attach receipts to your claim.

PARKING AT YOUR OFFICE

10.2 If you need to visit your office directly before or after travelling to a meeting elsewhere, and there is no office car park or you could not use it you may claim for parking while you are at your office.

10.3 You can only claim if you have been travelling or are about to do so. Confirm on your claim that these criteria have been satisfied.

10.4 These claims for parking in order to visit the office should be for daily charges. If you need to claim frequently consider whether it would be cheaper to buy a season ticket. You may claim for that, subject to the criteria in paragraphs C10.2 – 10.3 being satisfied.

GARAGING COSTS (RENT ALLOWANCE)

10.5 If you are claiming Rent Allowance, and your manager is satisfied that your car (or motorcycle) is essential for official business at your new office and you have to pay to garage it (or park it) away from home you may claim the garaging expenses. See appendix C1 for details.

YOU MAY CLAIM: SOME SPECIAL CASES

11.1 The special cases in this section are based upon the principle that if you have to incur additional cost by travelling on Acas' business in the course of doing your job, reasonable expenses will be recompensed.

Line management may take these examples as precedents for deciding other circumstances. If in doubt, consult Finance Directorate.

N.B. The allowances in this section are TAXABLE – see paragraph 11.7.

For carrying unwieldy things needed at an appointment

11.2 If you take home with you in your car things that you will need at an appointment (e.g. to use next day during a talk), which you cannot carry on public transport, you may claim RMR from office to home.

11.3 If you take them back to the office from your home (not direct from the event) you may claim for the home to office journey at RMR.

For having to make an additional journey to work

11.4 If you have to make an additional journey to the office, outside normal working

hours, you may claim the travelling costs you incur. If you travel by car you may claim RMR.

Emergency callout

11.5 You may be called to the office at night in an emergency, e.g. because you are a keyholder and the intruder alarm has gone off. You may claim RMR. If you have to use a taxi because you are unable to drive for any reason, you may claim the fare. Put an explanatory note on your claim.

Use of vehicle by season ticket holders

11.6 If you need your car for a business visit and bring it into the office when you would not otherwise have done so, and you already have a season ticket but cannot get a refund for that day, you may claim RMR for the home - office journey and for the journey home on that day and any official mileage for the visit. Claim in the taxable column of the Acas 301: Acas will gross up. Countersigning officers must check that the member of staff making the claim does have a valid season ticket for the day in question.

Claims for these journeys are taxable

11.7 If you claim for any home to office journey (e.g. as in paragraphs 11.2 - 11.5) HMRC will regard your claim as taxable, on the principle that employees should not be paid for home to office journeys. Claim in the "taxable" column of the claim form. Acas will gross up to pay the tax and National Insurance contribution for you.

Designated Homeworkers: visits to an Acas office

11.8 Designated Homeworkers are staff whose home is treated as their office (see Acas' homeworking policy for more details). As your home is treated as your office you may claim travel and subsistence from and to your home, including the occasional visits you may make to Acas offices (but see "Staff who work at home, but are not homeworkers").

Care needs to be taken that any homeworker does not fall foul of the 'regular traveller' rules as per paragraph 2.10 if time spent at another location is 40% or more of their working time.

If you are claiming excess fares allowance:

11.9 Refer to Chapter O if you are claiming excess fares allowance.

For being taken to a station or an airport

11.10 If you travel to the railway station or airport in your car and your spouse or partner drives it back home you may claim RMR for the journey to the station and for the car being driven home again. The same applies to the round trip if the car is used to collect you. The required insurance conditions must be satisfied.

For journeys which are part-official, part-private.

11.11 If you combine an official journey with one that is private - deviating from the direct route for a personal reason (e.g. for a visit which has nothing to do with work, or to take leave) - you may claim as though you had travelled in the most cost-effective way directly to and from your work destination.

11.12 In such a case you should:

- a) let your approving officer know about your plans
- b) state on your claim what you actually did and that you have claimed for the direct journey.

11.13 If the most cost-effective way to make the direct journey would have been by public transport, you may only claim the equivalent cost for the direct journey to the value of public transport fares.

YOU MAY NOT CLAIM:

For home to office journeys

12.1 You may not claim mileage or fares for your daily journey between home and office. See the "Special cases" section for exceptions (Paragraphs 11.1 to 11.11).

If you have a season ticket

12.2 You may not claim for a journey for which you have a season ticket which you could use.

12.3 If you need to buy an extra ticket - to use with the season ticket on a journey which it partly covers - you may claim the cost of the extra one. **If you are given a lift**

12.4 You may not claim for journeys when you were given a lift (except where Paragraph 11.10 applies).

Staff who work at home, but are not designated homeworkers

12.5 If you work at home but you are not a homeworker under the terms of Acas' homeworking policy, you may claim for travel expenses from home to destination or office to destination whichever is less. You may not claim for travelling expenses or subsistence when you visit the Acas office to which you are attached.

PERMISSION TO USE YOUR OWN VEHICLE

13.1 You must have the permission of your line manager to use your own vehicle rather than public transport or a hire car. You must also ensure that you have adequate insurance cover. See paragraphs C 14.1 onwards for details.

Permission to use a borrowed car

13.2 If you wish to use a borrowed car for an official journey, seek agreement from your usual approving officer first.

13.3 Agreement to using it will depend upon whether:

- a. you have adequate insurance cover (see C14.1 onwards); and
- b. the insurance policy states specifically that you may use the car on business.

13.4 If you are in doubt check with your insurance company.

INSURANCE COVER

14.1 You must have insurance, without financial limit, against claims for:

- a. bodily injury to or death of
 - i) third parties and
 - ii) any passenger.
- b. damage to the property of third parties.

14.2 The insurance policy must also state that you, as the policy holder, may use the vehicle in connection with your or your employer's business. If your husband or wife is the owner, it must state that the vehicle can be used in connection with the driver's or the driver's employer's business.

14.3 Acas does not accept any other liability if you have an accident with your vehicle on business. If you do not take out comprehensive insurance, Acas cannot accept any responsibility for risks not covered by your own policy.

Carrying official equipment

14.4 If you carry official equipment in your car, you need not arrange any special insurance cover. You should however check with your insurers that carrying such

equipment will not affect your cover.

14.5 You will not be asked to make good any loss if the official property is accidentally lost or damaged, unless you are considered, after investigation, to have been negligent (e.g. *You would be expected always to follow the usual Crime Prevention advice of never leaving the car unlocked and always keeping property out of sight and locked up - if you did not, you might be regarded as having been negligent*).

Insurance companies: indemnifying the Crown

14.6 If an insurance claim is made against a Civil Servant for something that happened on official business, the claim is effectively made against the Crown as the employer.

14.7 Some insurance companies have given the Crown an undertaking which relates to their own policies for Civil Servants using their cars on business and receiving mileage allowances. This is as follows:-

“If a claim is made against the policy, for any amount up to the full extent of the cover, and including any passengers involved, the Crown will not be liable for the costs. The insurance company will cover Crown servants who take out such policies when they use their cars for official purposes. Receipt of mileage allowances will not affect the cover.” This is on condition that the insurance company handles the claim.

14.8 You should therefore make certain that a statement on similar lines to the undertaking appears on your policy. It could be included, for example, with the endorsement which covers the risks for using the vehicle on official business.

Reporting accidents

14.9 If you are involved in an accident while using any private vehicle on official business, especially if you or any official passengers are injured, report the facts immediately to your manager. Do it immediately; any delay may affect the accident claim. **You should also enter the accident in your office accident book.**

Superannuation cover: Acas' liability

14.10 Staff who use their private cars on official business, or travel in a colleague's car as an official passenger are regarded as being on duty. 14.11 If injured in an accident while on official business, you qualify for compensation under the Superannuation Act 1972 section 2(1) (as amended). You may also, depending on the statutory authorities' decision, be covered by the National Insurance (Industrial Injuries) Act 1965.

IF YOU ARE CLAIMING OVERNIGHT EXPENSES

Daily travel between hotel and place of work

15.1 You may not claim mileage allowances or public transport fares for travel between your hotel or lodgings and the place at which you are working daily - and for which you are claiming overnight expenses. This is consistent with not paying for home to office

travel.

15.2 You may claim extra public transport fares if the only accommodation you could find was a long way from your place of business. This will be at management's discretion: discuss it first with your approving officer.

Journeys that are not daily travel

15.3 If you use your own car for official journeys while you are claiming overnight expenses, mileage must be calculated from your temporary base. This means that, for calculating mileage, your hotel or lodgings will be regarded as your home: if you are working temporarily at an Acas office it will be regarded as your office.

If you choose not to claim overnight expenses

15.4 If an overnight stay is reasonable but you choose to drive daily you may claim:

- Revenue Mileage Rate (chapter C)
- PLUS day subsistence (chapter F)
- PLUS travelling time (chapter F)
- **provided that** the sum of these does not exceed flat rate overnight subsistence (Chapter I).

PUBLIC TRANSPORT

BUYING TICKETS - Use the Acas TRAVEL SERVICE

16.1 Book your tickets, whether for rail, sea or air travel, through the Acas travel service. Acas receives a discount for tickets booked in this way.

16.2 If you are **exceptionally** unable to book through the travel service, **explain on your claim why you could not do so and always obtain a detailed receipt – refer to para 16.3.** You still require the relevant approvals before proceeding.

Tickets that you bought yourself

16.3 If you bought a ticket other than through the Acas booking service (i.e. using your own personal credit/debit card or an Acas GPC), attach the used ticket AND a receipt to your claim. If the ticket is unavailable, the receipt MUST show:

- Start and destination stations; -
- Class of travel, AND - The amount paid.

In the absence of a used ticket, a credit card receipt/payment slip on its own is NOT sufficient unless it shows these three things.

Cancellations

16.4 If your ticket was obtained through the Acas travel service and needs to be

cancelled they must be notified immediately, and the ticket returned to them. Advance rail tickets (which are not normally refundable) may also be refunded under certain circumstances.

PLEASE NOTE: If you have requested 'Collect at station' but have not yet collected the ticket, the travel service MUST still be notified (minimum 2 hours before the time of outward travel), otherwise Acas will be charged for the uncollected ticket.

16.5 If you bought the ticket yourself or with GPC, apply for a refund at the place where it was purchased. If you are refused, or receive only a partial refund, claim whatever is outstanding on an Acas 301. Your claim will be met only if you can show that the loss was not your fault. Explain the circumstances on the claim form.

Timeliness, cheap fares and season tickets

16.6 **Do not wait until the last minute to purchase a ticket.** In general, the further in advance you order travel tickets, the cheaper they will be. You should make your travel arrangements at the time you set up the appointment, not on the day before you travel. Use cheap fares if you can – if you purchase a ticket within two or three days of travel, usually only the highest fares are available. If you often use the same route, consider buying a season ticket.

PUBLIC TRANSPORT

RAIL TRAVEL

17.1. From 2 April 2013 first class travel provision is not to be used unless this is an agreed reasonable adjustment relating to the Equality Act, for example it may be appropriate for pregnant staff to travel first class in some circumstances.

Colleagues at any grade may make a business case for first class travel on these grounds which should be supported by an Occupational Health report, approved by the relevant AN/Regional Director and signed off by the Director of HR & Estates.

17.2 It is possible to book a table seat when available in standard class and you can set your traveller profile through the HRG web portal to do so automatically. Finance colleagues can provide guidance and more information about setting personal traveller preferences.

Rail sleeping berths

17.3 Sleeping berths may be booked on overnight 'sleeper' trains where available, at the same class as your travel entitlement.

17.4 **'All-In' or Executive Tickets** are not to be used.

TAXIS

General rules

18.1 Taxi fares for business travel are only paid if:

- no public transport is available
- heavy luggage has to be carried
- a taxi is desirable because of personal health, disability or safety
- a taxi will be cost effective in terms of use of official time
- where several people sharing can save on public transport costs. List their names on your claim.

18.2 If you claim for a taxi put an explanatory note on your expenses claim. You must obtain a receipt.

Using taxis when leaving work late

18.3 You may claim for using a taxi to take you home from work if **all** of the following conditions are satisfied:

Late night taxis: conditions

18.4 You are required to work late; your late working is neither frequent nor regular; public transport is unreliable or very infrequent at that time of night; and it would not be reasonable for an employer to expect an employee to use public transport.

Late night taxis: definitions and guidance

18.5 Acas applies the following definitions, which are based upon HMRC tax rules:

- "**Late**" means that you leave work after 9.00pm.
- "**Frequent**" means not more than 60 times in a tax year.
- "**Regular**" means a predictable pattern - e.g. working late every Friday.
- "**unreliable or very infrequent** public transport" means that service frequency is half that at normal commuting times
- "that it would **not be reasonable** for an employer to expect an employee to use public transport" means that walking through streets or waiting in a particular place would be unsafe.

Staff who normally commute by train

18.6 Staff working later than 9.00pm, e.g. in London or in large cities, who normally commute by train may claim for a taxi to their normal city rail terminal and from the station at home to their house, under the above conditions. They may claim for a longer journey - e.g. all the way home - only if the wait between trains is more than 30 minutes and all the conditions (including leaving work after 9.00pm) are satisfied.

After a social function: business only

18.7 Subject to the frequency of public transport specified in paragraph 18.6, staff may claim for taking a taxi home (or to a station) after a social function, only if it was wholly and exclusively in connection with Acas' business activities.

BUS OR COACH TRAVEL

19.1 If travelling by bus or coach, make as much use as possible of any suitable cheap fares. Attach tickets and receipts to your expenses claim.

AIR TRAVEL

20.1 We have a 'Train First' policy whereby train should always be the first-choice method for any domestic travel (excluding NI), and flights must only be used if there are extenuating circumstances (the total journey length is **significantly** longer than taking train, or on health grounds). The fact a flight might be marginally cheaper than a train is not an acceptable justification. **Line managers to be responsible for authorising flights as per this policy. Use of internal flights will be monitored.** International travel is not included in the "Train First" policy.

Air travel bookings

20.2 Use the Acas travel service to book tickets.

20.3 If you are unable to book through the travel service explain on your claim why you could not do so and attach relevant receipt(s) – see paragraph 16.3.

Cancellations and postponements

20.4 If your journey must be cancelled:

- a) contact the Acas travel service immediately to cancel the booking,
- b) return your unused ticket to the travel service, with a note explaining the circumstances.

20.5 There are penalties for cancelled reservations on some flights, and fares on most budget airlines are not refundable if cancelled. Do not ask for a reservation until you are reasonably sure that you can travel.

20.6 The travel service will pay any cancellation fees.

20.7 For a postponement, contact the travel service immediately to transfer the booking.

Luggage

20.8 If you are charged for excess luggage, you may claim the cost. Attach an explanation and a receipt to your claim.

Class of travel

20.9 For air travel, you should travel economy class within Europe and on short haul flights. If you are travelling long-haul (over 5 hours) and you can show there is a need to travel business class you should seek agreement on each occasion from the Chief Executive.

Otherwise, business class air travel is not to be used unless this is an agreed reasonable adjustment relating to the Equality Act, for example it may be appropriate for pregnant staff to travel business class in some circumstances

SEA TRAVEL

21.1 Always consult the Acas travel service before making any arrangements for sea travel and make your booking through them.

Class of travel

21.2 Sea travel (including ferry and hovercraft/hydrofoil crossings) should always be standard class other than where an agreed reasonable adjustment exists relating to the Equality Act, for example it may be appropriate for pregnant staff to travel in a higher class in some circumstances

Longer sea journeys

21.3 For longer sea journeys you should discuss with the travel service what accommodation is available and then discuss with your manager, and Finance Directorate if necessary, what arrangements to make.

CONCESSIONARY TRAVEL

22.1 Concessionary travel is meant to contribute towards travelling costs for journeys which are connected with work, but are not official business, e.g.

- a) extra travel-to-work costs for staff who have permanently transferred to a new office but do not move home – (see Chapter F).
- b) to enable staff either claiming overnight expenses, or in the first stage of permanent transfer to visit home on personal business and annual leave.

STAFF CLAIMING OVERNIGHT EXPENSES OR ON PERMANENT TRANSFER

22.2 If you are claiming overnight expenses or rent allowance, or you have been permanently transferred to a new place to which you have not yet moved home, you may claim fares or Transfer Mileage Rate (TMR) to return home for personal business and annual leave. Claim these expenses only if you incur them.

22.3 Fares that can be claimed are:

- rail fare – including sleeping berth if you need to travel overnight; - air fare **if justified**, see 20.1 above.

22.4 You may claim 1 return fare each weekend while overnight expenses last.

22.5 After overnight expenses have ended, you may claim a further 6 fares over the following 12 months unless you move home before the 12 months are up.

Claim other travel expenses

22.6 Apart from the rail or air fare you may claim other fares or expenses, incurred within the UK, travelling between home, office (and return) - subject to rules in this guide.

Timing of journeys

22.7 These journeys should be made in your own time. Your manager may allow some flexibility in working hours to help with travelling, depending on the needs of the office.

Travelling mid-week

22.8 You can still claim a free fare if going home mid-week on annual leave.

Other destinations

22.9 If you wish to travel somewhere other than home, you may claim for that, within the cost of travel between your new office and home. When claiming, include a note to explain the circumstances. If in doubt, talk to your manager.

'Proxy' fare

22.10 If you cannot go home, e.g. because you are ill, someone who lives with you may have the free fare to visit you instead.

If you use your car

22.11 If you use your car you may claim TMR up to the maximum of the standard class rail fare.

22.12 If you carry passengers who would also have been entitled to a concessionary journey you may claim passenger mileage rate for them.

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

1 Definitions

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

Term	Definition
Buyer Property	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
Buyer Software	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
Buyer System	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and

	which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
Commercial off the shelf Software or COTS Software	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
Defect	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
Emergency Maintenance	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
ICT Environment	the Buyer System and the Supplier System;
Licensed Software	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
Maintenance Schedule	has the meaning given to it in paragraph 8 of this Schedule;
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
New Release	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
Open Source Software	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
Operating	means the Buyer System and any premises (including the Buyer

Environment	Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or (c) where any part of the Supplier System is situated;
Permitted Maintenance	has the meaning given to it in paragraph 8.2 of this Schedule;
Quality Plans	has the meaning given to it in paragraph 6.1 of this Schedule;
Sites	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
Software	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
Software Supporting Materials	has the meaning given to it in paragraph 9.1 of this Schedule;
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Specially Written Software	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
Supplier System	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2 When this Schedule should be used

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

3 Buyer due diligence requirements

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2 operating processes and procedures and the working methods of the Buyer;
- 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this

Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
 - 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.
- 3.3 The Supplier undertakes:
 - 3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in each Statement of Work; and
 - 3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

4 Licensed software warranty

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

5 Provision of ICT Services

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

6 Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
- 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7 ICT Audit

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

8 Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9 Intellectual Property Rights

9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

- 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
- 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2 The Supplier shall:
 - 9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
 - 9.1.2.3 without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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

- 9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:
 - (a) of its own Existing IPR that is not COTS Software;
 - (b) third party software that is not COTS Software
- 9.2.2 Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

- 9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
 - 9.3.4.1 will no longer be maintained or supported by the developer; or
 - 9.3.4.2 will no longer be made commercially available

9.4 Buyer's right to assign/novate licences

- 9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
 - 9.4.1.1 a Central Government Body; or
 - 9.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5 Licence granted by the Buyer

- 9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a

confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6 Open Source Publication

9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1 suitable for publication by the Buyer as Open Source; and

9.6.1.2 based on Open Standards (where applicable),

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

9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3 do not contain any material which would bring the Buyer into disrepute;

9.6.2.4 can be published as Open Source without breaching the rights of any third party;

9.6.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6 do not contain any Malicious Software.

9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7 Malicious Software

9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
- 9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
- 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10 IPR asset management

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
- 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.
- 10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.
- Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.
- 10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.
- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.

The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

Call-Off Schedule 7 (Key Supplier Staff)

1 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 and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date.
- 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 remove or replace 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;
- 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;
- 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work[.]; **and**
- 1.5.7 on written request from the Buyer, provide details of start and end dates of engagement for all Key Staff filling Key Roles under any Statement of Work[.]; **and**
- 1.5.8 **[Insert].]**
- 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):

Term	Definition
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 Within ten (10) 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:
- 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;
 - (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:
 - 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 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.
- 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 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 9 (Security)

[Guidance Note: Buyer to Select whether or when Part A (Short Form Security Requirements) or Part B (Long Form Security Requirements) should apply. Part B should be considered where there is a high level of risk to personal or sensitive data.]

Part A: Short Form Security Requirements

1 Definitions

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

Term	Definition
Breach of Security	<p>the occurrence of:</p> <p>(a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2; and</p>
Security Management Plan	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

2 Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3 Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4 Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the

provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security

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Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5 Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

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

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

6 Data security

6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
- the relevant government information assurance standard(s).

6.2 Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation

to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.

Part B: Long Form Security Requirements

1 Definitions

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

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

2 Security Requirements

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.3.1 **[insert security representative of the Buyer]**
- 2.3.2 **[insert security representative of the Supplier]**
- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall

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ensure that Government Data remains under the effective control of the Supplier at all times.

- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3 Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
 - 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 3.4.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) where specified by a Buyer that has undertaken a Further Competition, complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1 to 4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>);

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- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
 - (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4 Security Management Plan

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

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- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
 - 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
 - 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
 - 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the

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Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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

5 Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6 Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the

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Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7 Complying with the ISMS

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

undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8 Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9 Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

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- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

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- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B: Annex 1

Baseline security requirements

1 Handling Classified information

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

2 End user devices

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

3 Data Processing, Storage, Management and Destruction

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

4 Ensuring secure communications

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

5 Security by design

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

6 Security of Supplier Staff

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

7 Restricting and monitoring access

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

8 Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access

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sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

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Part B: Annex 2
Security Management Plan – N/A

Call-Off Schedule 10 (Exit Management)

1 Definitions

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

Term	Definition
Exclusive Assets	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
Exit Information	has the meaning given to it in Paragraph 3.1 of this Schedule;
Exit Manager	the person appointed by each Party to manage their respective obligations under this Schedule;
Exit Plan	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
Net Book Value	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
Non- Exclusive Assets	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
Registers	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
Replacement Goods	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
Replacement Services	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
Termination Assistance	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
Termination Assistance Notice	has the meaning given to it in Paragraph 5.1 of this Schedule;
Termination Assistance Period	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
Transferable Assets	Exclusive Assets which are capable of legal transfer to the Buyer;
Transferable Contracts	Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant

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	Documentation;
Transferring Assets	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
Transferring Contracts	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2 **Supplier must always be prepared for Contract exit and SOW exit**

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

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("Registers").

2.3 The Supplier shall:

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

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

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

3 **Assisting re-competition for Deliverables**

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence whether this is in relation to one or more SOWs or the Call-Off Contract. (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely

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impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

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

4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) prior to each SOW and no less than every **[six (6) months]** throughout the Contract Period; and
- (b) no later than **[twenty (20) Working Days]** after a request from the Buyer for an up-to-date copy of the Exit Plan;
- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **[ten (10) Working Days]** after the date of the Termination Assistance Notice;

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(d) as soon as reasonably possible following, and in any event no later than **[twenty (20) Working Days]** following, any material change to the Deliverables (including all changes under the Variation Procedure); and

- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6 Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

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- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant Service Levels and/or the KPIs accordingly.

7 Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8 Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
- (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
- the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

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

9 No charges

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

10 Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

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

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

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

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A: Implementation

1 Definitions

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

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

2 Agreeing and following the implementation Plan

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

3 Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

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- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4 Security requirements before the Start Date

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

5 What to do if there is a Delay

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

6 Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

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

- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7 Implementation Plan

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

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

Annex 1: Implementation Plan

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

- Milestone: []
- Deliverable Items: []
- Duration: []
- Milestone Date: []
- Buyer Responsibilities: []
- Milestone Payments: []
- Delay Payments: []

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be **[insert number of days]**.

Part B: Testing

1 Definitions

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

Term	Definition
Component	any constituent parts of the Deliverables;
Material Test Issue	a Test Issue of Severity Level 1 or Severity Level 2;
Satisfaction Certificate	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
Severity Level	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
Test Issue Management Log	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
Test Issue Threshold	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
Test Reports	the reports to be produced by the Supplier setting out the results of Tests;
Test Specification	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
Test Strategy	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
Test Success Criteria	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
Test Witness	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
Testing Procedures	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2 How testing should work

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

3 Planning for testing

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

4 Preparing for Testing

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

5 Passing Testing

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

6 How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;

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

6.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

7 Performing the tests

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

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

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

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

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

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

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

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

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

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

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

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

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

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

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

8 Discovering Problems

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue

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Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9 Test witnessing

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

10 Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier

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detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.

- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11 Outcome of the testing

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

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11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

12 Risk

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

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

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

Annex 1: Test Issues, Severity Levels

1 Severity 1 Error

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

2 Severity 2 Error

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

3 Severity 3 Error

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

4 Severity 4 Error

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

5 Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]
From: [insert name of Buyer]
[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

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

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

Definitions

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

Term	Definition
Operational Board	the board established in accordance with paragraph 4.1 of this Schedule; and
Project Manager	the manager appointed in accordance with paragraph 2.1 of this Schedule.

2 Project Management

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

3 Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4 Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5 Contract Risk Management

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

Call-Off Schedule 20 (Call-Off Specification)

Organisation the work is for	Advisory, Conciliation and Arbitration Service (ACAS)
Why the work is being done	<p>There is a lot of change underway in Acas and whilst the teams have a common purpose, there is no clearly defined and agreed baseline of the services which can be used to develop a cohesive solution.</p> <p>There are inconsistent views on what the customer journeys looks like and teams work in silos, attempting to solve parts of the same problem in different ways, resulting in disjointed outcomes.</p> <p>The issue is further complicated by the fact that the full end-to-end journey of resolving an employment issue goes beyond the control of Acas.</p> <p>Our goal is to create a shared view across the entire organisation about whom our users are, their needs, and the services that help them achieve their desired outcomes.</p>
Problem to be solved	<p>Document/map the services in Acas based on what the user is trying to do, defined using verbs not nouns.</p> <p>Foster a culture of user-centered design when designing service improvement.</p> <p>Expand service design throughout Acas; users adopt the tools and methods and learn how to use service design to make informed decisions.</p> <p>Provide the organisation with a unified methodology and aligned capabilities for service design.</p> <p>Build a community of practice to maintain the unified way of working and facilitate the sharing of new service design knowledge. An internal community is created that, critically, is open about failure and experimentation.</p> <p>To have a shared view across the entire organisation about whom our users are and their needs – through things like personas. Establish and articulate the channels the different user groups prefer to use to access our services and link those to the service design thereby creating a channel strategy to support service development.</p> <p>Create a portfolio view of all the services and</p>

	<p>products which Acas provides, to enable everyone in Acas to understand the needs of our users through intuitive illustrations, data driven user needs and a holistic view of how our service offerings intertwine to deliver them.</p>
Who the users are and what they need to do	<p>As Chief operations officer , I need to understand all my services, how they interact, where they may be improved, so that I can meet our strategic goals (to grow our reach and success, resolve disputes more quickly and efficiently, forge consensus on the biggest challenges facing work, embrace difference, increase inclusion, and create fairness)</p> <p>As a Service Designer, I need to establish service design within the organisation, so that I can build stakeholder support and buy-in and ensure the success of new services and products</p> <p>As a Service Designer, I need to document a full list of our services, so that I can understand the scope of service design needed</p> <p>As a Service Designer, I need to baseline the end-to-end of our services, so that I can measure their current and future efficacy.</p> <p>As someone working on service improvements, I need to see what research has already been done, so that I don't duplicate work</p> <p>As someone working on service improvements, I need a holistic view of users and their needs, so that I can measure success.</p> <p>As a User Researcher, I need to understand/visualise the end-to-end customer journeys for our personas, so that I can identify/address pain points.</p>
Early market engagement	N/A
Any work that's already been done	<p>A service wide discovery of the individual dispute resolution service was completed in early May 2021 which identified the need to develop service design within the organisation. During Alpha of this we carried out an assessment of the current state of service design, which was completed in March 2022 and Private Beta started in April 2022. A service</p>

	design strategy was created as part of Private Beta and we are now looking to implement that strategy.
Existing team	The existing team includes a service designer. We are additionally expecting to hire an associate user researcher and service designer to shadow and support this work.
Current phase	Discovery
Address where the work will take place	Remote/Windsor House, Victoria St, London
Working arrangements	<p>The supplier team will work 37 hours per week during normal office hours. Acas will supply Office accounts and multi factor authentication to be used on supplier devices.</p> <p>The project will be remote with regular travel (up to 2 days a week) to London.</p>
Security clearance	All must have BPSS as a minimum.
Latest start date	N/A
Expected contract length	8 months with the option to extend to 2 months
Additional terms and conditions	Acas Travel and Subsistence policy will apply
Budget range	The maximum budget for the initial 8 months is £550,000.00 including VAT.
Summary of the work	ACAS is undergoing significant transformation, and while the teams have a common mission, we do not have a well-defined and widely agreed baseline of services. We need an experienced service design team to map our services, scale service design, and build a channel strategy.

Call-Off Schedule 26 (Cyber Essentials Scheme) [Optional]

1 Definitions

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

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

2 What Certification do you need

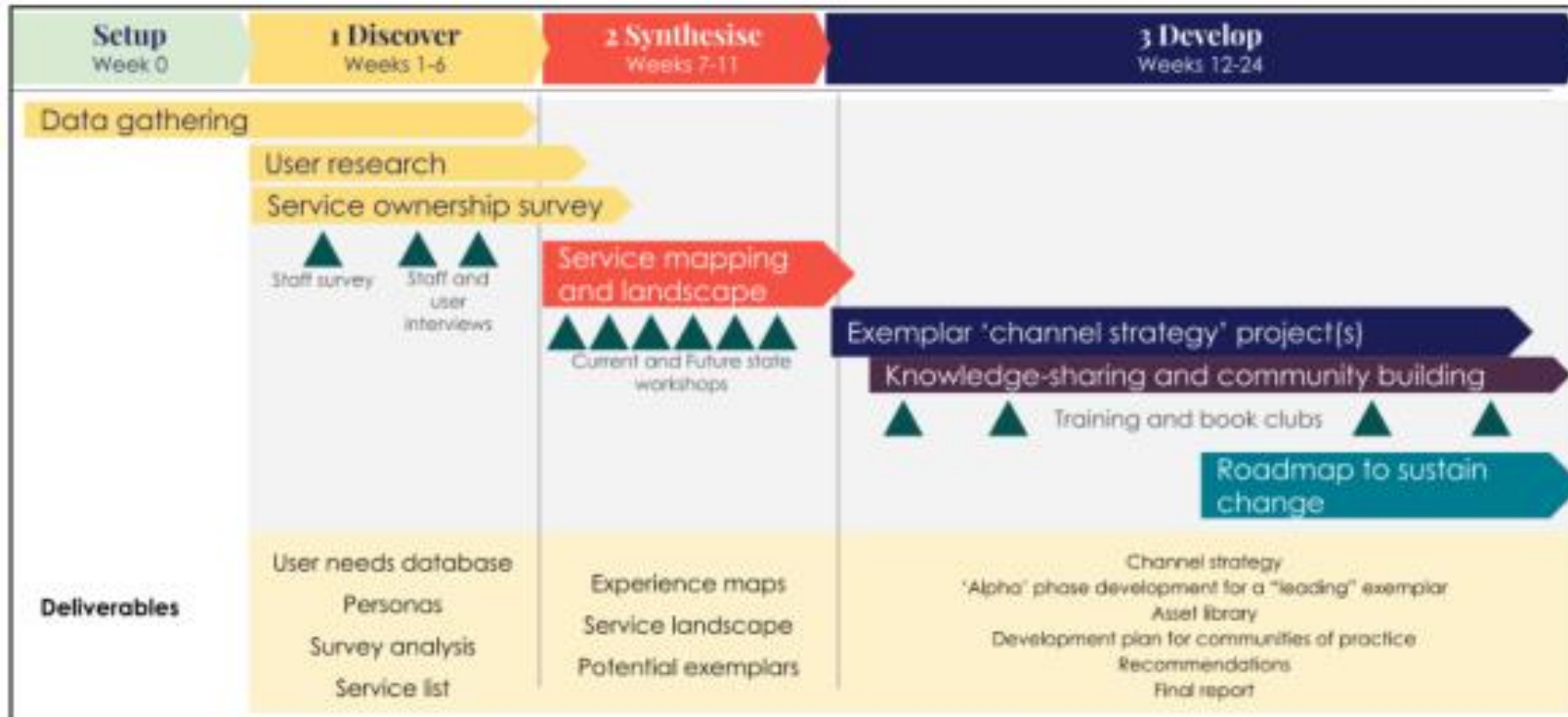
- 2.1 Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to commencing the provision of Deliverables the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the Buyer. Where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

6. Call-Off Schedule 4 (Call-Off Tender)

Date	15/09/22
Name of requirements	DDaT22333 ACAS Service Design Approach to a Channel Strategy
Supplier name	The PSC
Proposal criteria	
Q1	Demonstrate your delivery approach and methodology - including use of agile and user centered design. (30 Points)

Our entire approach will be focused on ensuring ACAS is in a position to deliver a new channel strategy quickly and effectively for services, and build belief in new, **agile and user-centred** ways of working in the process.

To this end, we've taken learnings from two of our nation-wide service mapping exercises and propose a tried-and-tested, three-phase plan which combines 'bottom-up' user needs analysis, collaborative user-centred design exercises, and an extensive period of agile 'learning through doing'; helping ACAS understand not only its whole portfolio but also where the most value can be gained. We truly believe that effective service mapping can help improve services, change culture, and transform ACAS for the better!



Because our **approach** evolves as we go through the phases, we will elaborate some of the plan here before explaining how this meets your objectives in Q2. An explanation of our **agile methodology** follows at the bottom of Q1.

Setup and digesting pre-discovery outputs

Before official project kick-off, we will collate and analyse all the documents and reports available on user needs and service design with ACAS, so we have a clear understanding of what's already been done and avoid duplication.

ACAS has already conducted a significant amount of service-mapping work. We will do a thorough meta-analysis in order to avoid duplication, including for example:

- Your service design strategy, including a high level view of the problem, an outline of service design and its benefits and a set of recommended activities
- Reports from the service wide discovery of the individual dispute resolution service
- Journey maps for conciliation, e-learning, training booking
- 7 repositories of MI and the multiple sources of user needs repositories across ACAS
- KPIs and the strategic roadmap

We will conduct interviews and '**get to know you**' **group sessions** with internal teams in order to start building relationships and learn from their experience.

Building on this work, a crucial part of Setup will be to agree on targeting key services and users groups. Our experience is that user research can be most productive when asking participants to improve ideas rather than giving them an entirely blank slate; based on your website, the Service design strategy provided, and other

available evaluation reports (ACAS about us-->Evaluation and transparency), including the IDR Discovery report findings, our initial understanding is that key services and their users may be:

Service	End users	Internal users
Seek advice to address a problem	<ul style="list-style-type: none"> ➤ Employee (and their reps) ➤ Employer (and reps) 	<ul style="list-style-type: none"> ➤ Helpline operators ➤ Webpage content designers
Seek advice to prevent a problem	<ul style="list-style-type: none"> ➤ Employee ➤ Employer ➤ The general public 	<ul style="list-style-type: none"> ➤ Helpline operators ➤ Webpage content designers
Request ACAS dispute resolution before an Employment Tribunal	<ul style="list-style-type: none"> ➤ Claimant (individual or group) ➤ Claimant rep ➤ Respondent (large or small company) ➤ Respondent rep 	<ul style="list-style-type: none"> ➤ Conciliators ➤ Early Conciliation Support Officer (ECSO) ➤ Mediators ➤ Resource /Case allocation members
	... plus further services including Access dispute resolution after tribunals, find ACAS training, Join Conferences etc	

... with some potential user needs being:

User	Needs
Employee	As an employee, I need to find accessible information about my rights, and the support available to me so that when I have a problem (or a problem is foreseen), such as a dispute, I can quickly find options and take next steps to address the problem
Employer	As an employer, I need to understand my rights and the process of a dispute resolution (e.g. conciliation, tribunal) so that I can decide what resource is required and if I want to put forward an informal settlement
ACAS Conciliator	As a conciliator, I need to have correct information obtained from both parties prior to my intervention, so that I can proceed with the case more swiftly and have a better chance of reaching a solution
	... (with further needs for CAT members, helpline operators, web designers, and ACAS management expected)

In week 0 we will validate with you so that we are in the best position to test and refine via primary user research the next phase. We'll also agree ways of working and identify risks.

Throughout, we will work in an **agile** approach and use best-practice tools, rituals and techniques so we are leading by example.

Phase 1- 'Discover'

This phase will aim to gain a clear understanding of past and potential ACAS users and culminate in creating repositories of user needs and user personas to be used as a base during service design.

We will "Discover" more through three means of analysis: **user research; quantitative data; and a staff survey**. We will work in **agile sprints** throughout, ensuring that we adapt to new findings and alter our approach where needed.

1. User research

The first step towards a **user-centred and design-led** way of working is to speak to ACAS' users (examples of Katie and Phil interviewing right!). We will speak to a range of past and potential end users to understand their experiences, expectations and pain-points, and how they view what ACAS provides.

- We will recruit users from the bank of users at your disposal, covering a broad cross-section of user groups that covers the diversity of your user base. If the 'bank' only includes people that have used ACAS services, we would like to supplement with people that have not yet interacted with ACAS at all, to understand expectations from a 'fresh' perspective.



- We will use any additional information you have on user segmentation to further refine our user recruitment strategy
- If additional users are required, we will leverage The PSC's network to identify and recruit organisations or employees in organisations that have previously used ACAS' services
- If required, we will reach out to past ACAS users via email communicating that for every interview participation, The PSC will donate £30 to charity (to be selected by ACAS upon project inception) encouraging uptake and supporting social value aims.

We'll send a carefully-worded **introductory email** outlining the research's purpose, the benefits of participating, and their rights around consent, confidentiality, and withdrawal. We will **encourage participation** by offering to arrange interviews at times to suit participants.

Interviews will be semi-structured to ensure we cover key questions around the service used and specifics about the experience, while allowing space for participants to raise issues of importance to them. We will also gather data on their **channel preferences**, supporting later channel strategy work.

We also suggest interviewing a cross-section of **10-20 'internal users'**, covering staff such as dispute **resolution teams and helpline operators**. Most internal engagement and information gathering will occur in the next phase.

2. Quantitative data gathering

In addition to the user research, our experience in other service auditing and mapping projects tells us that quantitative data is an **essential ingredient for later work on KPI setting and channel strategy**. We will create a data request in our first week on site and request information, split by channel for the metrics available, on:

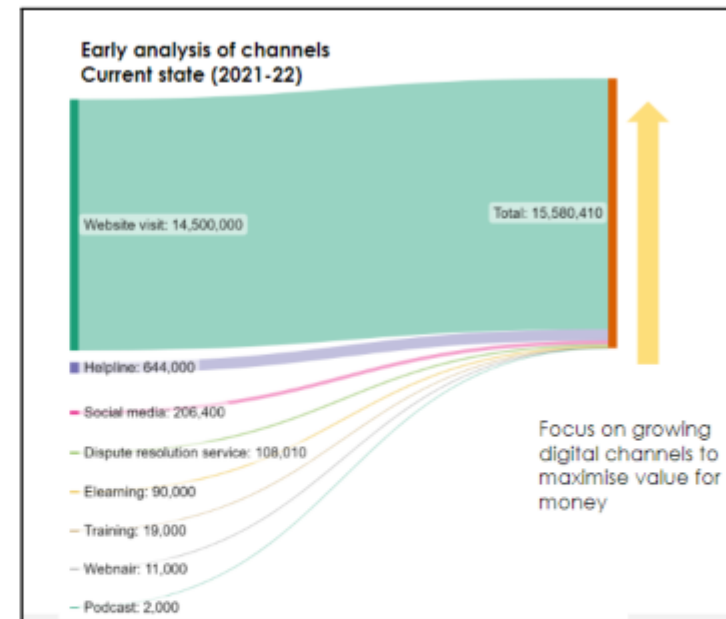
- Transaction volume per service

- Channels used
- Costs/cost per transaction
- Average time per service
- Satisfaction rates/complaint numbers
- Dropout rates / completion rates
- Web page bounce rates
- Conversion rates
- Resolution rates

We have seen some data like this already in ACAS' publications (example above right), and so will pull from existing sources where possible. The figures will be **overlaid onto user journeys** at a later stage, supporting improvement prioritisation.

3. Service ownership and skills- staff survey

We understand that in addition to wanting a better and more holistic understanding of services, ACAS has observed challenges in **establishing a shared understanding of the service landscape**. To get to the bottom of this, and enable targeted interventions around training and community building in later phases, we propose supplementing the above research with a staff survey on 'Service Ownership and Skills'.



We will draw upon leading thinking from the [GOV.UK Service Design community](#), using the [GOV.UK service standards](#), to create a short **survey on the key ingredients and skills required to establish service-design thinking** within an organisation.


Outputs of Discover

At the end of Discover we will have delivered:

- **A user needs database** - (example right) a shared repository of all the user needs identified from interviews and validated from analysis of the multiple user needs repositories across ACAS. This assures you of a 'golden thread' between user needs and future interventions
- **User personas** - (example right) a shared view to illustrate a detailed and deep understanding of the most common user groups and their preferred channel to access the service
- **Survey analysis**, highlighting any ways of working or skills gap that will need to be addressed in order to establish service-design thinking in the organisation
- A **'current state' list of services**, (example right) accompanied by diagnostic data on each service

Need ID	User need description		
UID	As a...	I need...	So that...
7	Employee	As an employee, I need to find accessible information about my rights, and the support systems to me	When I have a problem (or a problem in the future), such as a dispute, I can quickly find options and take next steps to address the problem
19	Employer	As an employer, I need to understand my rights and the process of a dispute resolution (e.g. conciliation, tribunal)	I can decide what resource is required and if I want to put forward an informal settlement
20	ACAS Conciliator	As a conciliator, I need to have correct information obtained from both parties prior to my intervention	I can proceed with the case more swiftly and have a better chance of reaching a solution

Example Persona: Early conciliation claimant - Chris



Background

- 46 years old, male
- Worked in a large company with in-house legal and HR team
- 2 weeks ago being made redundant without prior notice
- Was a permanent employee for 2.5 years
- Is very new to workplace, certified and doesn't know much about employment law

Needs

- Clear know-how:** wants to have a clear view of his employment rights, process and individuals involved in the conciliation process and what ACAS can do and can't do
- Advice and hand-holds support:** needs professional direction from someone he can trust and rely on, as he knows that this might be a difficult 'battle to fight', ideally, he wants one made contact to avoid information regarding
- Financial compensation:** needs to have reasonable financial compensation to cover the period of looking for a new job

Says

- "I felt quite powerless when I lost my job and I know little about how to fix it, so it was great that ACAS is there to help."
- "Every time I have to call and wait to know my case progress, it will make my life a lot easier to have an online tracker."
- "I am still on my case, but I am very concerned that my former employer will expect to pay anything to me"

Pain points

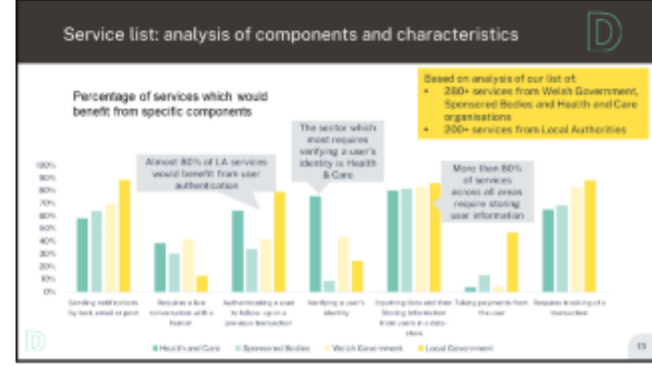
- Chris is a visual learner, so he finds information on the ACAS website difficult to digest
- User pressure to secure a new job means that engaging with different teams and individuals in ACAS is challenging

ACAS teams involved

- ACAS Helpline
- ACAS Conciliator
- ACAS Tribunal
- ACAS Mediator

Preferred channel

- Phone
- Webchat
- Video



These assets will be summarised in engaging outputs to share in the subsequent 'synthesis' phase.

Phase 2- 'Synthesise'

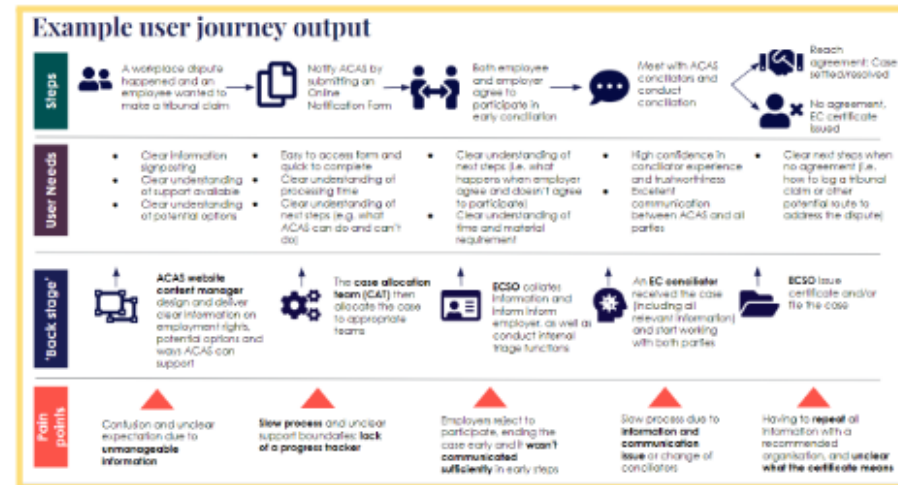
This phase will bring together all of the insights from the Discover phase, and culminate in a **service landscape** and **portfolio view of services**, with a re-defined service list in **verb not noun** format. We'll synthesise in two sets of workshops.

1. Current state workshops

Based on our understanding of the current state- including user research and data- we will host 'current state' workshops with service teams to check our understanding. We will use survey data and expertise from the sponsors of this project to develop suitable invite lists for these workshops.

The workshops will aim to identify the logical steps of services as they exist now, including the 'behind the scenes' work that happens, as shown on the example workplace dispute map to the right.

We will also encourage true **end-to-end thinking**, considering how other parties eg. Citizens Advice, GOV.UK and HM Courts & Tribunals Service contribute to use experience and create **constraints** in which ACAS needs to work.



By the end of these workshops, we aim for all service teams to gain a **shared understanding** of pain points and opportunities for more joined-up service provision. We will also have a clear understanding of where ACAS does and does not have the remit to affect change.

2. Future state workshops

The second set of workshops will be more future-facing, creating a shared definition and vision of a service landscape that is intuitive for users.

- We will present a **'portfolio' view** of everything that ACAS does, and how it fits together
- We will propose a **refined list of services**, and work with you to brainstorm **verb-based service names**. As in similar projects for the Department for Education and Centre for Digital Public Services Wales, we anticipate that the activity so far will help us to define a much more concise view of the services that ACAS provides.
- We will provide a **gap analysis of the user needs** identified in the previous phase mapped to the current ACAS services to understand if and how the current portfolio of services is able to address all user needs.
- We will present a high level **digital maturity assessment** to understand how the digital maturity of the services aligns with ACAS' business priorities and strategy moving forward.
- We will use **creative ideation techniques** to reimagine how some of the services could work (eg. *'How might we double user interactions without*



Where we've done this before



We worked with **disparate teams** supporting witnesses and victims and found **12 improvement opportunities** through looking at services **'end-to-end'**

adding to costs? How might Uber deliver this service? How might this service be delivered if the user had only 30 minutes?) This will generate a backlog of service improvements to act upon in the next phase.

To ensure users remain at the centre of our work, we will take the service maps we generate back to our initial user researchers, to validate that we have addressed the needs they raised.

Outputs of Synthesis

Based on the workshops, we will create:

- **Experience maps** of the end-to-end journey users go through when accessing each service through different channels
- **A service landscape/ portfolio view** for all the services provided by ACAS, including any **interdependencies** between the services, user needs addressed by the service and described in a **verb-based** format
- A long-list of improvement ideas and **recommended short-list of potential exemplars**

Phase 3- 'Develop'

The Develop stage is where we apply what we have learned to help ACAS and its users achieve their goals. In Develop we will be:

- *Transforming ACAS exemplar projects, to coach staff in agile and user-centred working, thereby developing the culture change and communities of practice desired.*
- *Providing supplementary training and a roadmap for how ACAS can sustain change*
- *We will intensively support a channel shift exemplar project, perhaps Seek advice to prevent a problem?, in order to showcase best-practice and then, following the "see one, do one, lead one" learning cascade approach, taper down our support to help build lasting capabilities in ACAS.*

A. Learning through transforming exemplar channel strategy projects

We suggest the best way to realise the 'cultural' objectives of this work is to encourage **learning through doing**, and delivering successful **exemplar projects**.

Based on the new service definitions, and improvements crowdsourced at workshops, we will begin the 'Develop' phase by proposing five exemplar 'channel strategy' projects to be delivered. By exemplar we mean: a project that will improve the way that users reach and move through a service and/or improve uptake/completion.

The projects should each have an internal owner, and we will involve the service owners and service designers, and the delivery and support team, where appropriate and plausible (eg. conciliators and conciliator managers, helpline operators and managers, complaints team, digital team, communications team, trainers and senior advisers and collective conciliators and mediators).

We will guide the project owner and any other supporting staff through the following project stages, whilst simultaneously using their learning to inspire and upskill the rest of the organisation.

Project steps:

1. **Problem/project definition**, including articulation of the user needs to be addressed
2. Setting up **agile ceremonies** (sprints, daily-stand-ups) to guide the project
3. Defining the **user research/business analysis/design activities** to be undertaken, including using best practice digital tools such as 'personas'
4. Using **sprint planning** each week to define objectives and user stories (to be managed through an agile management software such as Trello or Jira)
5. Co-creating **wireframes and/or prototypes** using the GDS prototype kit

Where we've done this before



We developed a full channel-shift strategy helping a major pharmacy chain move from face-to-face, through to home delivery and digital advice

6. Supporting **data-driven decision-making**, e.g. defining **KPIs**, how to measure the impact of change
7. Encouraging alignment to best-practice GDS principles throughout (eg. 'solving the whole problem for users')

We will start with one exemplar project, **supported intensively by our Delivery Manager, User Researcher and Service Designer**, with additional input from our **Senior Product Manager** Mark if necessary. We believe that product management skills will be of value to the ACAS team, and Mark has significant experience in channel strategy.

As the below knowledge-sharing interventions begin to take effect and the community becomes self-sustaining, we will kick-off the remaining exemplar projects, to be delivered asynchronously and with slightly less hands-on coaching.

At this point, the service team we worked with will also play a role in coaching other ACAS staff.

B. Leveraging the exemplar projects to support upskilling and culture change

We will also support the project team to capture and share learnings, acting as role models for similar projects in future. We'll do this with:

1. **Radical transparency**: all agile ceremonies will be **open to all staff**, so that they can observe ways of working.
2. **Blogging**: following the success of GDS blogs, we will encourage and co-produce blogs and/or weeknotes to share within the organisation
3. **A tools library**: the project team will upload key assets into an organisation-wide library, demonstrating 'what good looks like'
4. **Knowledge-sharing sessions**, demonstrating how **larger communities of practice** will work. At least at monthly intervals, the project teams will share learnings and approach, talking in particular about how they have used '**tools from the tools library**', and the impact this has had. We will also create a '**safe space**' for discussing **failure and experimentation** during these sessions

C. Additional, organisation-wide opportunities for culture change and establishing communities of practice

Whilst the most effective method for spreading service-design thinking will be role-modelling and a demonstration of impact, we recommend a small number of set-piece training and sharing opportunities.

1. **2-day training course in 'Delivering Digital, User-centred Projects'**: this training course was developed by Katie, Phil, Antonio and Tushar. It includes foundational modules on: 'agile working', the GDS service standard, user research techniques, service mapping, and prototyping. The course takes inspiration from our work with the UK Space Agency, taking participants through the alpha-beta stages of a space surveillance project- we find this novel subject matter is perfect for engaging participants and encouraging them to 'think outside the box'! It will be open to all interested ACAS staff.
2. **User-centred design book club**. On a monthly basis, we will host a session open to all ACAS staff, discussing an article or book on user-centred design.

D. A roadmap to sustain change

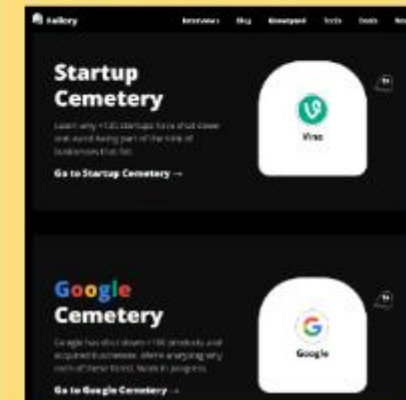
As we enter our final month with you, we want to ensure that change is embedded within the organisation, and able to self-sustain. To do this, you will need:

- A prioritised backlog of services to continue to improve
- An easy-to-navigate repository of tools and assets

Phil leading a hybrid training session on 'The Cloud'



Reading material for book club could include blogs from 'Failory'- the leading repository for innovators to share insight from 'failed' projects



- A plan for taking communities of practice to the next level, including any required funding, resourcing or skills

We will work closely with you in these stages to make sure that these outputs are fit for purpose.

Outputs of Develop

Based on the trainings, agile ceremonies and roadmap, we will create:

- **A finalised channel strategy** for the three to five exemplar services
- Prototypes and "alpha" phase development for a **"leading" exemplar**, supported by The PSC
- **An easy-to-use asset library**, including the personas and insight needed to drive future improvement work
- A **plan** for the how to continue the development of communities of practice
- **Recommendations** on the services to tackle next
- **A final report** summarising key learnings from the project

Our agile methodology

As noted in our approach, throughout all phases we will work towards agile and user-centred design principles. Users from each group will be consulted in each phase, and the user needs database will ensure that there is a golden thread between expressed needs and interventions.

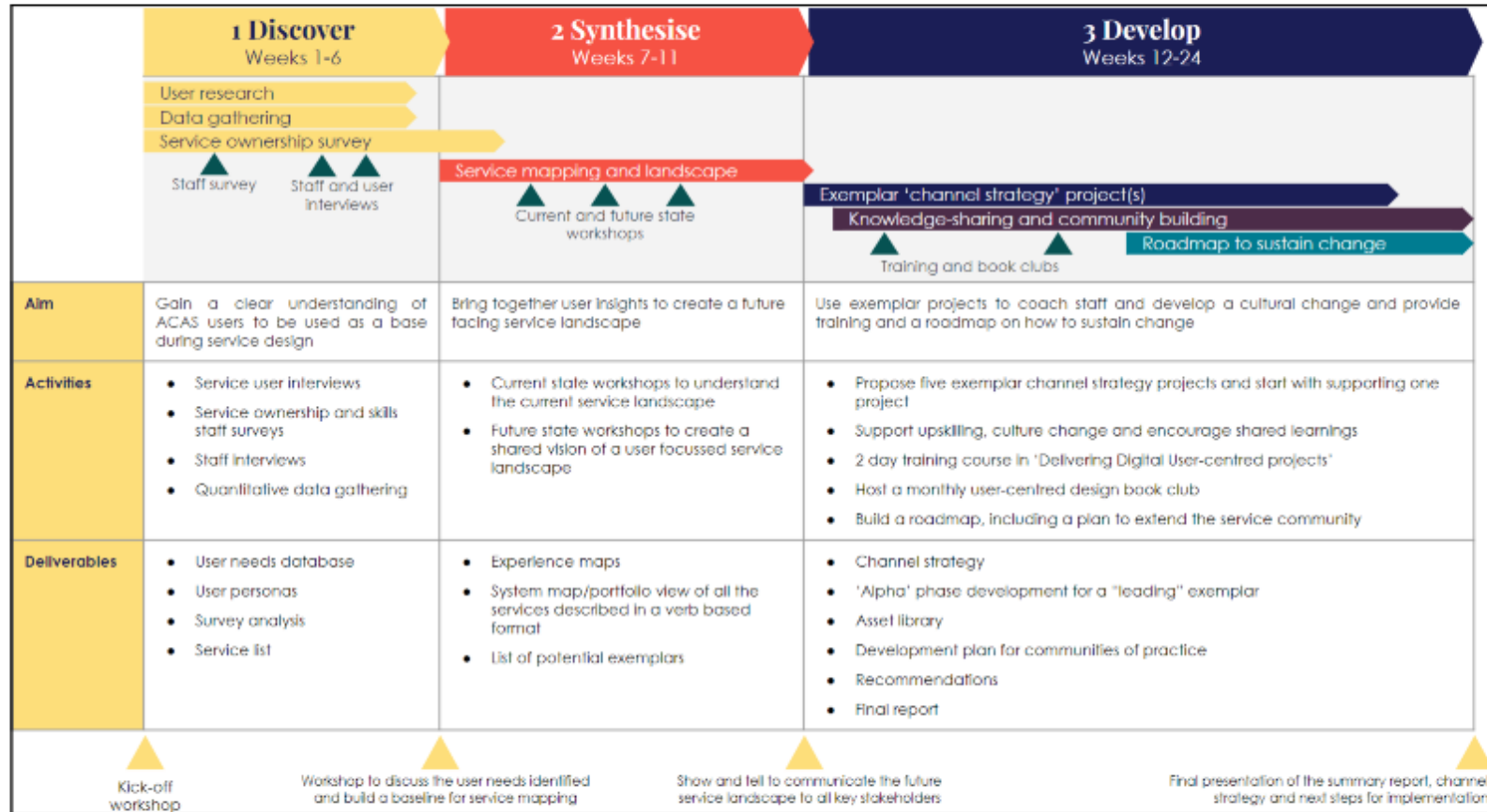
Agile	User-centred
<ul style="list-style-type: none"> ✓ Daily stand-ups ✓ Working in sprints, with sprint planning and retrospectives for each ✓ Supplementing requested digital roles (service design, deliver manager, user researcher) with the full set of digital skills (product manager and business analysis) 	<ul style="list-style-type: none"> ✓ Personas, user journeys, and service landscape tools used ✓ 'Putting users first' by ensuring that data and user needs are the basis of any proposed change ✓ Storing user needs in a database allows evidence-based prioritisation and audit

	<input checked="" type="checkbox"/> Show-and-tell communications to wider stakeholders, as well as integration with existing programme governance (see Q3)	
Q2	Outline and develop a plan that will meet user needs and deliver on stated objectives. (15 Points)	

How this plan ensures we meet user needs:

1. We will be consulting users at each phase. Discover alone will involve **~50 interviews**, covering a cross-section of users that represents the diversity of the user base. We will capture their needs at a granular level in the user-needs database, as well as in synthesised outputs such as personas. We'll also complement this insight with **behavioural data** - eg. looking at attrition rates or complaint rates provides further insight on where users are really encountering problems.
2. The second most important step in ensuring user needs are met is **ensuring that they are well understood by the organisation**. ACAS staff will be welcome to join us at all user research; for those who can't attend, we will develop personas both to communicate user needs and underpin all design work. Where appropriate we will also show video clips of user research to bring needs to life at the workshops-- we find that this really helps people to remember the users of their services!
3. **Re-defining services based on user understanding**: eg. our work in education found that nine separately understood services could be brought together from the user perspective to create a single journey: 'Become an Apprentice'. We will use the Service Mapping to try and simplify user experiences, helping people who may be in an emotional state access the help they need efficiently and professionally.
4. **Taking action**: no matter how much we gain buy-in and help to upskill colleagues in user-centred design, user needs will not be met until we start to **apply the tools**. Therefore we have assigned 5 months to delivery-focused working, ensuring many user needs will be addressed by the time this project ends.

Our proposed three phases, including timelines is detailed below. A start on October 3 will therefore mean a finish in mid-April.



The plan would meet each of your stated objectives as follows:		
Objectives (from ITT)		How and when the proposal meets these objectives
Document/map the services in Acas based on what the user is trying to do, defined using verbs not nouns	✓	This will be achieved via workshops in Phase 2
Foster a culture of user-centered design when designing service improvement	✓	Achieved through early 'get to know you' sessions (Phase 1), multiple workshops (Phase 2), training, knowledge-sharing and book-club (Phase 3). We will invite ACAS staff to join us in User Research at each phase.
Expand service design throughout Acas; users adopt the tools and methods and learn how to use service design to make informed decisions	✓	Tool library and training in Phase 3
Provide the organisation with a unified methodology and aligned capabilities for service design	✓	Workshops with service owners, service designers and other relevant delivery team members from all services to discuss and define a refined list of services with verb-based names Unified methodology to be implemented with 'cascade' approach
Build a community of practice to maintain	✓	Communities of practice will be established through

<p>the unified way of working and facilitate the sharing of new service design knowledge. An internal community is created that, critically, is open about failure and experimentation</p>		<p>knowledge-sharing sessions and book club The reading material at book-club, and the sharing sessions will explicitly cover the merits of openness, experimentation, and learning from failure</p>
<p>To have a shared view across the entire organisation about whom our users are and their needs – through things like personas. Establish and articulate the channels the different user groups prefer to use to access our services and link those to the service design thereby creating a channel strategy to support service development</p>	<p>✓</p>	<p>Shared repository of user needs and user personas, including their preferred channel, based on conducting internal and external user interviews. Channel strategies to be developed on Phase 3, based on personas</p>
<p>Create a portfolio view of all the services and products which Acas provides, to enable everyone in Acas to understand the needs of our users through intuitive illustrations, data driven user needs and a holistic view of how our service offerings intertwine to deliver them</p>	<p>✓</p>	<p>We will create the user needs in the GOV.UK recommended format of “As a...I need...in order to...” and present it in a spreadsheet, making it easy to access and filter through. The portfolio view will be created during the Phase 2 workshops</p>

	<p>Where we've done this before: The PSC's sixteen year track record in meeting user needs and delivering client objectives</p> <p>The PSC exists to make public services brilliant. Since our foundation in 2006 we have served over 500 public service client organisations, and upskilled over 2,500 public service leaders. Following the approach and methodology above, we have won HSJ awards, Financial Times awards and been featured in The Economist and others in recognition of our work.</p> <p><i>"You all genuinely care about the work that you're doing this comes out in your approach and how you convey your messages"</i> Director of Transformation, Well Pharmacy</p>
Q3	<p>Demonstrate how you will manage a workstream within a larger Programme - identifying risks and dependencies and working with other suppliers and internal colleagues. (15 Points)</p>
	<p>We know the success of this work will be contingent on us effectively managing this important workstream but also contributing to the larger programme you are undertaking.</p> <p>We have strong experience and approaches in this respect. At the workstream level, we use The PSC's best-practice approach to managing projects, known as "Fast Effective Projects" which we have trained over 2,500 public service leaders in and are an accredited supplier on Civil Service Learning's programme. In practical terms, this is a fully Agile way of working combined with a hypothesis-led approach allowing us to get to answers quickly, as demonstrated in our drafted user-needs above.</p> <p>In order to work effectively within the larger programme, our approach will be to:</p>

1. During setup, working with you to **understand the wider operating environment**, logging this in our “problem definition sheet” tools and ensuring we have a full and detailed understanding of ACAS and its operating context
2. **Dependency maps, risk registers** and a “risk storm” session during Setup
3. **Report consistently into the larger Programme:** ensuring we are using the same reporting structures and templates as other workstreams will allow easy comprehension and comparison. Where templates do not exist we can use our standard best-practice reporting templates
4. **Proactively manage the workstream**, discussing via existing governance mechanisms wherever possible and ensuring we flex to suit other workstreams where necessary
5. **Above all - communicate!** We will be following Agile practice ceremonies including e.g., retros to review what is working, sprint planning, stand-up - but we would also recommend show-and-tells and open blogging so that all stakeholders are aware of the workstream early and can contribute as appropriate.

Where we've done this before: Delivering projects within larger programmes

We have used this approach effectively on:

- GDS Government as a Platform: as part of the wider Enabling Strategy we led GaaP which had multiple interdependencies with Common Technology Services and Gov.UK Verify, and led to £450m funding settlement
- NHS Screening services, part of wider NHS transformation programme, regularly reported via show & tells in the open, leading to £40m funding approval
- NHS South East 4hr Urgent Care Programme, leading Same Day Emergency Care improvement programmes workstreams, feeding into national programme

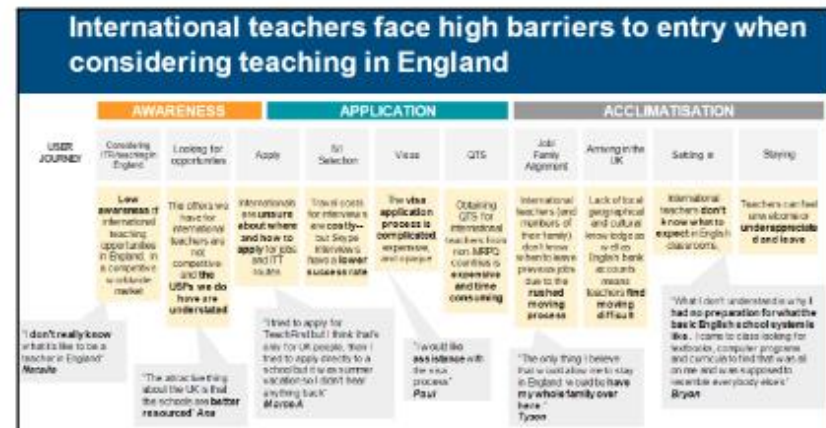
Q4	Demonstrate your understanding of working within a legal framework with associated constraints. (10 Points)
	<p>Working exclusively with public service organisations we more often than not are working within a legal framework with associated constraints. We have previously worked with ACAS in 2020 and thus have a strong understanding already of your operating environment and legal constraints.</p> <p>With regards to ACAS, we understand that employees wishing to submit a dispute to the Employment Tribunal must first register with ACAS, and that ACAS has a positive duty to attempt the parties to resolve the dispute. However, ACAS is also heavily constrained as to how it must go about attempting to resolve complaints.</p> <p>These legal obligations may constrain ACAS in its strategic ambition to resolve more cases quickly, limit the scope of possible integration with the Employment Tribunal process, as well as limiting ACAS' jurisdiction to consider certain types of complaints that users may wish to be able to refer.</p> <p>ACAS must design services that comply with this legal framework, without requiring users themselves to understand the intricacies of the relevant law in order to resolve their dispute.</p> <p>As ACAS develops Online Dispute Resolution (ODR), ACAS will also have to consider its obligations under GDPR and Freedom of Information legislation, ensuring that it gathers, stores, erases, and discloses user information in accordance with its legal obligations. The ability to perform these functions will need to be factored into service design.</p> <p>We will work within ACAS' legal framework by:</p>

- Ensuring that the **way we work** is compliant with GDPR, ensuring we do not request or make use of user-identifiable information unless permitted under the relevant law
- **Prioritising our understanding of the legal framework within the initial 'discover' phase** of our work, including relevant legal and policy colleagues in our user research
- Ensure that the **final services map includes legal obligations and other interrelationships with the ACAS' legal framework**
- Ensure that **proper consideration of the legal framework is baked in to the development of ACAS' service-design community**
- Using our **expert panel of senior advisors and shadow partner review process** to ensure and double-stamp that all legal conditions are met, where necessary, bringing in additional legal expertise should this be required (at no additional cost to ACAS)

Where we've done this before: service mapping international teacher recruitment in line with Home Office restrictions

DfE asked for our help in transforming the international teacher recruitment journey. The success of the programme was low, and application numbers from abroad would need to increase to counteract the growing local workforce shortages.

Our user research with international teachers revealed that whilst the appetite to live and work in the UK was high, the Visa application process was a huge deterrent. We therefore needed to **re-design the**



	<p>service to work around the legal constraints of Visas - which we didn't have the power to change- and make the rest of the process as pain-free as possible. After ensuring we understood the legal constraints, and precedents of how they could be handled, we outlined the pain-points and legal constraints in creative 'future state' workshops, and remapped the service. As a result:</p> <ul style="list-style-type: none"> - Where restrictions were immovable, focussed on clear communications made as soon as possible to international teachers on their employment-search journey to manage expectations - Where they could be mitigated, applied creative solutions: we advised schools to contribute to the Visa and moving costs, showing this was cheaper than supply teachers, thereby creatively 'taking the pain away' from users. - We also built informal support networks to counteract pain-points: whilst we couldn't remove the uncertainty faced by international teachers during the Visa process (e.g. 'will my family be able to join me now that I'm in the UK?'), we knew they could find reassurance from colleagues - Of course, we ensured that all personal data was handled in line with national and international law
Q5	<p>Detail your proposed team structure and demonstrate Immediate capacity to supply skilled, experienced resources for the following: User Research, Service Design, Delivery Manager) (30 Points)</p>

Our proposed team meets your specified requirements of a Service Designer, Delivery Manager, and User Researcher throughout. We also supplement this team with **other core digital roles** according to project need: we offer a **Business Analyst, Product Manager** and, as and when needed, surge expert input from Technical Architects and our Software Engineering team. Finally, we propose input from our Conciliation expert Joe, and our wider expert panel with experience across digital design, delivery, and policy.

This is how we will structure the team across the project, and the days spent by each team member on each activity:



1. Immediate capacity to provide this resource

Given their excellent fit for the project, the specified team members have been ringfenced for this project for the duration of the procurement process. They will be available for immediate deployment from 22nd September onwards. Their skill and experience level is summarised below and provided in full detail in a supplementary attachment to this bid.




2. How this proposed package will achieve and maintain value for money



Given our enthusiasm for supporting ACAS on this exciting piece of work, we are **investing additional company resource** into the project, at no extra cost to the client. Our investment includes:



- A minimum of 20 days of Business Analyst input, allowing us to gather and synthesise extra data
- A minimum of 20 days of Senior Product Manager, allowing us to transfer additional skills to the ACAS team and make channel strategies as effective as possible
- A minimum of 30 days from our expert advisors (Antonio, Phil, Lord Bob and Pete) over the duration of the project, ensuring quality at each step



Throughout the course of the project, mitigations will be in place to avoid any drop in service: The PSC has a highly qualified staff pool, giving us options to backfill all of the roles specified in the event of annual or unplanned leave.

Our team's experience, respective roles and **proposed team structure** is as follows:

Member, role. Days (d)	Overview of skills and contribution to project
 <p>Senior Service Designer Katie Burns 52d</p>	<p>Katie specialises in 'research-for-good' and designing methods that get to the heart of human behaviours and motivations. Katie has led Discoveries and re-design services in Health, Education, Justice, and even Space Surveillance!</p> <p>On this project Katie will ensure holistic research and an 'end-to-end approach', and lead creative facilitation of service re-design sessions. She will also co-lead digital training.</p>
 <p>Deliver Manager Tushar Mehta 130d</p>	<p>Tushar is highly experienced in leading analytics projects and developing business plans based on user needs. He has led projects in improving user experience in Education, Banking and E-commerce and service and supplier mapping in Healthcare.</p> <p>On this project, Tushar will be the day-to-day lead and provide his experience in ensuring an evidence-based user research approach, creating a holistic service landscape and delivering change management</p>
 <p>Senior User Researcher</p>	<p>Shuying is highly experienced in user research and has led national programmes to understand complex user needs. Her skills in research analysis have enabled her to draw powerful insights from scattered data and make actionable recommendations.</p> <p>On this project, Shuying will lead on user research throughout to provide a clear</p>

<p>Shuying Xu 130d</p>	<p>and manageable users list and ensure user needs are mapped to services. She will also support service mapping and service redesign.</p>
 <p>Joe Cruden Conciliation Expert Advisor 20d</p>	<p>Joe is an accredited mediator, and has 5 years experience in dispute resolution. He has led high-profile strategic and regulatory projects across the public sector.</p> <p>Previous projects include:</p> <ul style="list-style-type: none"> • Leading a multi-disciplinary team to develop and launch brand new dispute resolution services in the utilities sector in New Zealand, including process and service design. • Supporting the development of a new dispute resolution service in the commercial banking sector in the UK, including designing mediation services. <p>Joe will join Phase 2, applying his international experience and understanding of the constraints of conciliations services to ensure all service re-design is viable.</p>
 <p>Senior Product Manager Mark Buckley* 20d</p>	<p>Mark has extensive digital experience across public and private sector, using agile product management techniques to develop services in line with user needs.</p> <p>He was Product Manager on Government Digital Service's cloud hosting platform, GOV.UK Platform as a Service, including creating a benefits model against key GOV.UK PaaS use cases. As a result, adoption of GOV.UK PaaS increased by 33% in 2020.</p>

	<p>He will join Phase 3 of the project, coaching ACAS staff in product management skills and advising on channel strategy.</p>
 <p>Katie Evans Business Analyst* 20d</p>	<p>Katie has a background in social sciences and economics.</p> <p>Her past analytical work has involved, creating a database of EU-funded projects in Wales and classifying them on a range of metrics.</p> <p>On this project Katie will gather, collate and synthesise data in the Discover phase.</p>
<p>Our Expert Panel will contribute a total of 30 days, with individual involvement flexible according to project need</p>	
 <p>Dr Antonio Weiss*</p>	<p>Antonio founded and leads The PSC's digital practice. He supported GDS in the development and successful £450m funding of 'Government as a Platform', is an internationally best-selling author, and has led many successful digital Discoveries. He has overseen all of The PSC's large-scale service mapping projects. Antonio is an international bestselling business author, including <i>The Practical Guide to Digital Transformation</i> (2022).</p> <p>On this project he will attend various Show and Tells and workshops, contributing ideas and best practice, and ensuring high-quality outputs.</p>

 <p>Phil Buckley*</p>	<p>Phil has extensive experience of service design in large scale transformation programmes helping organisations increase their efficiency and effectiveness using digital tools and techniques. He has won several awards for his work including an interactive BAFTA and a Prix Jeunesse.</p> <p>He most recently led the digital transformation of the UK Space Agency's Space Surveillance and Tracking work, including delivering user journeys, and work on monitoring and evaluating its Spaceflight programme, including an extensive Theory of Change.</p> <p>On this project he will oversee service design activities, and attend various Show & Tells and workshops.</p>
 <p>Pete Herlihy*</p>	<p>Pete is a founding team member of GDS, who led the user-centred delivery of five of GOV.UK's biggest digital successes.</p> <p>He has experience in establishing Communities of Practice from the ground up, and has done extensive channel strategy work.</p> <p>On this project Pete will be consulted regularly on our approach and ensure that we learn from the Government's most successful transformation programmes.</p>



Lord Bob Kerlake*

Bob is the former Head of the Civil Service and was Permanent Secretary of the Department for Communities and Local Government (DCLG) from 2010 to 2015. He brings his extensive experience at the heart of government and his interests in education, health and housing to support our impact across public services.

On this project Lord Bob will help us to situate our work in the wider public services landscape, and advise us and the ACAS team on how to gain senior Civil Service buy-in.

* Uncharged, representing an investment from The PSC

Should any team members become unavailable at short notice we will agree replacements of commensurate experience and expertise in advance with you.

Full CV's are provided in a separate document.

<p>Q6</p>	<p>Case Study - Please provide a case study (1x4) to show how the resource you are proposing for the project have successfully worked on projects for improved services. (10 points)</p>
	<p>Antonio and Katie (key proposed resources for this engagement with ACAS) led the service mapping project for the Department for Education, with a scope to understand, map, and re-define all services overseen by the DfE, before identifying and working on the services most in need. The work entailed researching nine user groups, serviced by 371 often disconnected service components. The DfE's operational funding was c. £40bn+, with 12k directly employed staff.</p> <p>We followed a similar approach to what we propose here:</p> <ol style="list-style-type: none"> 1. Seeing services through the eyes of the user, helping us re-define/organise '371 service-components' into 120 discrete end-to-end services 2. Broad engagement and ongoing communication, with nominated leads. We ran organisation-wide 'Show and Tells' and circulated short and engaging 'weeknotes' to keep the ~200 immediate stakeholders engaged in the project and recommendations. 3. Intensive, highly-skilled teams to focus on specific service-level problems After service mapping, we focused on five services in most-need of re-design. We worked closely with service teams to make rapid improvements and 'phased' service-level improvement, so that learnings from previous projects could be passed on. <p>The DfE service mapping, approved by the Secretary of State, led to improvement projects realising £9m in savings.</p> <p>Katie, Antonio and Phil also worked on a national landscape review of digital services in Wales, for the Welsh Government Centre for Digital Public Services (CDPS), where they interviewed and profiled the digital services of >50 organisations across Wales, with combined budgets of >£15.5Bn; and used this data to inform CDPS's strategy and deliver a prioritised roadmap for the next four years.</p> <div data-bbox="1391 352 1960 742"> <p>The audit has revealed disparity across users groups¹ in terms of the quantity, quality and centralisation of spend²</p> <p>Legend: ● High Complexity ● Medium Complexity ● Low Complexity ● Not a DfE service ● Not a service ● Other ○ Size = spend</p> <p>Notes: ¹ Data defined as saving only. Continuous improvement costs are not included (see Strategy)</p> </div>

Cultural Fit Criteria	
Q1	Detail your ability to drive your own work, providing direction, coaching and support to other specialists. (30 Points)
	<p>Not only will we drive our own work, we know that successful cross-organisational delivery also requires us to provide direction, coaching and support to other specialists working in ACAS.</p> <p>We drive our own work by proactively taking responsibility for project success from day-1. This involves setting out project plans and key meetings well in advance, and using every minute of client time wisely: our meetings are always well planned with agenda items and materials. Our use of agile ceremonies (eg sprint 'retrospectives') means that we frequently reflect on our work and adapt to make sure client need is being met.</p> <p>The PSC team also takes pride in its collaborative approach when working with clients. We have trained over 2,500 public service leaders and civil servants in problem-solving skills, and make upskilling and mentoring a key ingredient in our projects.</p> <p>Examples of how we directed, coached and supported clients in the past, and the impact this had:</p> <ol style="list-style-type: none"> Supporting recruitment specialists in analysis and presentation, enabling them to convince senior stakeholders to invest in change <p>We supported a service-owning teacher recruitment team at DfE on a digital Discovery to improve the international teacher recruitment service. The team had detailed operational knowledge, and lots of insight on target markets and user experience.</p>

Feedback post-it notes from one of our digital accelerator training events for Civil Servants



	<p>However, they hadn't synthesised these insights or been trained in 'service design thinking'. We therefore invited them to a user journey workshop, combining our own user research with their expertise. We demonstrated how to outline touch points and pain points, an exercise which the team went on to conduct with other stakeholders.</p> <p>The team also hadn't had much experience in leveraging insight to advocate for investment in the service. We suggested some effective tools/frameworks and angles for data analysis, so that the team could help to prepare materials for a senior audience. We rehearsed the presentation for the secretary of state and mock-interviewed the team to help them answer difficult questions.</p> <p>The team was then ready to present recommendations for service transformation to the Secretary of State, who signed off the plan for three new 'Alphas' and a £1.2m budget.</p> <p>2. Training subject matter specialists in digital skills</p> <p>The PSC developed its own in-house training targeted at developing digital and user-centred design skills for the public sector. We have delivered this to dozen of Civil Servants, with set modules on agile ways of working and a 'technical architecture 101', as well as ongoing coaching.</p>
Q2	<p>Describe how you will adopt a collaborative and open approach where mistakes are taken as an opportunity to learn. (15 Points)</p>
	<p>We always work in the open, collaborating with clients and ensuring we act and learn from any mistakes - we will of course do this with ACAS too. This is embedded in our project management approach, including:</p> <ul style="list-style-type: none"> - Daily stand-ups allow mistakes and blockers to be raised at the first opportunity so that we can take action. - End-of-sprint retros are used to determine whether we have met the sprint objectives, and if not why - so that we may change our approach going forward. We ask questions such as 'what went well?' and 'what would

	<p>we change?', inviting all team members to contribute thoughts and ideas. This ensures dedicated time in a friendly, non-judgemental environment to discuss mistakes, or broader issues or changes to our ways of working, and reflect on how we can learn from these to change our approach in future</p> <ul style="list-style-type: none"> - Influencing and listening: whenever possible we address blockers and mistakes directly and at first opportunity. We ensure we actively listen, to understand what has happened, and collaborate together to find a solution. <p>Where we've done this before: Warm Home Discount Scheme, where we worked in an agile and collaborative way with our stakeholders</p> <p>We supported BEIS in a Discovery into the Warm Home Discount Scheme, which delivers targeted financial support to millions of citizens. We worked in the open using best-practice agile rituals such as show & tells, risk storms, end of sprint retrospectives and week notes. During the course of our work we noted a few issues / errors in potential planning assumptions. As these were identified, we undertook rapid internal reviews of the nature of the risks, escalated as necessary and then ran "learn in" sessions with stakeholders, to ensure all learning were captured and any correcting actions taken. The work is now progressing through to next phases and poised to deliver significant financial support to millions of people this winter.</p>
Q3	Demonstrate how you will provide excellent stakeholder management (15 Points)
	<p>We will ensure excellent stakeholder management through working in the open with you and use tailored engagement with both internal and external stakeholders throughout. We have extensive experience within the public sector and are used to managing stakeholders from the Board room to the front-line. This helps to ensure buy-in to project work, including with stakeholders who may have competing priorities.</p>

	<p>We will:</p> <ul style="list-style-type: none"> ● Plan stakeholder engagement early: At kick off, we will establish which stakeholders to prioritise and the level of their involvement in workshops, show and tells, and weeknotes. We will agree this with you through a stakeholder mapping exercise, identifying stakeholders, including both their interest and their influence. ● Tailoring information to the audience: not all stakeholders need the same detail so we will tailor communications without diluting the message. For instance, some of your stakeholders may be interested in the efficiencies achieved by making services more joined-up, whilst others may find the user experience more motivating. ● Holding and recording show & tell sessions: We follow GDS best practice by holding show & tell sessions at the end of each sprint to keep stakeholders informed, and record and circulate these to agreed stakeholders. This allows clients to see the value of the work early and flag any questions. ● We will offer drop-in sessions to stakeholders that are particularly keen to be involved, ensuring they have time to feed in suggestions and views, alongside receiving personalised messaging . ● Throughout all of these approaches, we will work with your service designer to ensure that we have a clear view on the message we are sending, and to identify and flag any concerns at first opportunity so that we can work out any mitigations required together.
Q4	<p>Demonstrate how you will focus on the development of the ACAS team, identifying opportunities for others to participate and learn. (20 Points)</p>
	<p>We see building capabilities of teams within ACAS to be a critical success factor for this engagement. Our work to support the development of ACAS teams will evolve during each phase, with the early stages focused on opportunities to participate, share and collaborate, and the later stages offering explicit training and learning opportunities and a 'see one, do one, lead one' approach.</p>

We've done this successfully with dozens of organisations, and our own 'service users' have provided wonderful feedback, as shown in the exhibit.



During each phase, we will act as follows:

Phase 1- Discover

- We will hold '**get to know you**' sessions to begin to build relationships with the ACAS team. Given the duration of the project, it is important to do this from day-1. At these sessions (held remotely or at ACAS offices if appropriate), we will introduce ourselves and explain the objectives of the work, encouraging open communication and participation throughout the process.
- **User research:** our preferred method is to always have two participants in user research sessions, enabling one person to lead on a question whilst the other takes notes. We will publish our user research schedule and any interested **ACAS staff will be welcome** to sit-in on sessions, and even come to act as lead researcher when they feel confident to do so.
- The '**Service Ownership and Skills**' survey is another explicit invitation to staff to share views. The survey will assess staff's sense of clarity and ownership, and also measure confidence in various service-related skills, helping us to tailor our training and development offers in the final phase.

Phase 2- 'Synthesis'

- In the series of synthesis workshops, we will be working with *teams* rather than individuals. We will invite teams to **co-create journey maps and pain points** with us, drawing upon fresh user insight as well as the institutional knowledge held by the teams.
- We will explain **how and why** we create user journeys, and how this will lead to the creation of service blueprints and the 'portfolio' view.
- To support a feeling of engagement and involvement, these sessions will be interactive, and we will play videos of user feedback to bring their needs to life. We anticipate running a **combination of in-person and remote workshops** in order to balance collaboration with preferred working arrangements.

Phase 3- 'Deliver'

As detailed in Q1, the Deliver phase is built entirely around opportunities for participation, role-modelling and learning.

It comprehensively covers all four elements of the best-practice **change management influence model** approach:

Role Modelling

- **'See one, teach one do one'** method for delivering exemplars:
 - The PSC will lead an exemplar project alongside an ACAS service team. This will be done 'in the open' so that others can observe and learn, and publicised with **blogs**.
 - The first ACAS team members that work on exemplars will also become role models, leading **knowledge-sharing** sessions and sharing learnings as well as 'failures'.

Understanding and Conviction

- **Knowledge-sharing** sessions will share how and why service-design thinking and tools are being used, and the impact that they have.
- The **User-centred design book club** will stimulate learning and discussion, as participants will read case studies or articles from the wider design community, and be encouraged to focus on the impact.
- The **exemplars will also demonstrate benefits** of user-centred working.

	<p style="text-align: center;">Skills</p> <ul style="list-style-type: none"> • The PSC's formal 'Delivering digital, user-centred projects' training will be offered to staff, giving people skills in user research, wireframing and prototyping, and agile ways of working. 	<p style="text-align: center;">Formal mechanisms for reinforcement</p> <ul style="list-style-type: none"> • Agile ceremonies such as open stand-ups and sprint planning and retrospectives will be embedded in the organisation, establishing the core structures of iterative and user-centred working. • The Tools library will provide templates and examples for all of the most used user-centred design tools (personas, journey maps), making it easy to draw upon them.
Q5	<p>Demonstrate how you will be committed to the whole programme success including collaborating to ensure coherence of the whole service design and helping on other works teams. (20 Points)</p>	
	<p>We succeed when you succeed. This means we are committed to the success of the entire programme, not just elements which we may have responsibility for. This means ensuring there is coherence and a "golden thread" throughout the whole service design and getting involved and helping on other workstreams, as and when needed.</p> <p>We will do this through ensuring:</p> <ol style="list-style-type: none"> 1. We have full understanding of the entire programme, and the risks, interdependencies and opportunities between workstreams - we will do this through understanding the entire stakeholder landscape, user needs and charting programme workstreams and plans. 2. Having a clear theory of change for how ACAS' end goals will be achieved and deliver against this - we will use our best-practice approaches to developing theories of change to create a clear and guiding "critical 	

path", which will help ACAS understand what needs to be done in order to succeed. We will monitor and manage progress against this, and act accordingly to ensure all workstreams are on track for delivery.

3. Proactively **collaborating across and within workstreams** - our approach to working in the open, sharing knowledge as we go, and getting stuck in to support others - even if outside of our initial scope - is key here. We believe that collaboration is critical to your success here, and we will treat your suppliers and other contractors as part of the entire ACAS family. We will do this through joining under workstreams' planning sessions, sharing knowledge openly in show & tells, logging insights in shared documents, and making ourselves available to always communicate with other workstreams, ACAS staff, and suppliers.

Where we've done this before: Ensuring the whole success of Well Pharmacy's transformation programme

We were commissioned by Well Pharmacy, one of the UK's largest pharmacy multiples to initially support just the "digital strategy" plans for the chain. This involved leading a significant workstream to determine new digital channels for the pharmacy in order to serve its customers better. The workstream was part of a much broader transformation programme, covering the whole 900 store estate of the pharmacy chain. By working in the open and collaboratively with the other workstreams, we were able to draw connections, interdependencies and share knowledge and help to ensure the overall success of the programme. In due course, we were subsequently asked to support the overall transformation programme, thus also including the financial strategy, store refit options, and retail merchandise strategy. We also proactively collaborated and supported the other workstreams around supply chains, purchasing, hub and spoke models and investment which we did not have full responsibility for.

The strategy was delivered successfully, with multiple new channels launched to serve customers' needs better, and won multiple 2019 Chemist & Druggist awards.

