

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

Order Form

Call-Off Contract Title:	Fuel Infrastructure Stability Risk Management Specialist Legal Advisory Services
CALL-OFF REFERENCE:	con_2942
THE BUYER:	The Department for Business, Energy and Industrial Strategy
BUYER ADDRESS	1 Victoria Street, London, SW1H 0ET
THE SUPPLIER:	Dentons UK and Middle East LLP
SUPPLIER ADDRESS:	1 Fleet Place, London, EC4M 7WS
REGISTRATION NUMBER:	OC322045

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16/09/22.

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It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):

Lot 2 – Finance and Complex Legal Services

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CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6179

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- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)

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- Joint Schedule 5 (Corporate Social Responsibility)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
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- Call-Off Schedules for **RM6179**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 24 (Legal Services Special Schedule)
- Call-Off Schedule 25 (Secondment Agreement)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. 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.

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

CALL-OFF SPECIAL TERMS

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

Special Term 1:

"The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the "Other Clients") may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier's representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to the Supplier's current or past representation of the Buyer, then:

- 1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier's representation of the Buyer;*

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2. *the Buyer waives any conflict of interest arising from such representation; and*
 3. *the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,*

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.”

CALL-OFF START DATE: 20th September 2022
CALL-OFF EXPIRY DATE: 19th September 2023

CALL-OFF INITIAL PERIOD: 1 year

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 year extension

CALL-OFF DELIVERABLES

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

MANAGEMENT OF CONFLICT OF INTEREST

Conflicts of Interest will be completed on a case-by-case basis.

CONFIDENTIALITY

In accordance with Annex F of the Specification (See Call-Off Schedule 20)

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Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1 million in the first 12 months of the Contract. T

CALL-OFF CHARGES

Redacted – Commercially Sensitive

[REDACTED]

[REDACTED]

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REIMBURSABLE EXPENSES
As per BEIS Expenses Policy.

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BEIS Expenses Policy

The BEIS expenses policy should be used as a benchmark for agreeing any expenses. Any instances where the Supplier wishes to deviate from this will only be considered on an exceptional basis, will need approval by BEIS, and will need to provide strong evidence it delivers value for money for the programme, limits the potential for misuse or fraud, allows for efficient payment to contractors, and is as transparent and auditable as possible.

The key principles of the BEIS expenses policy are:

1. BEIS never intends for staff to be out of pocket because of official business. Compliance with this policy should always mean staff are reimbursed the costs they have incurred.
2. When incurring costs we are expending public money and all that we do must be guided by ensuring we deliver value for money (see *Managing Public Money*')
3. When incurring costs we must consider the reputational impact of our spend, as well as the financial implications.
4. All expenses must be within agreed rates with receipts.

The key rates to be aware of are:

Description	Relevant Rates
Hotel rates	£140 London and international
Hotel rates	£100 outside London (UK)
Incidental expenditure	up to £5 per day UK, up to £10 per day overseas
Economy Class	<3.5hrs flight time
Premium Class	3.5hrs to 5.5hrs flight time
Business Class	>5.5hrs flight time – requires strong rationale (e.g. going straight into meetings) and Director sign-off
Advance open return	Standard Class flexible ticket
Breakfast (early start) costs receipted.	£5 benchmark (UK and overseas travel outside of Europe and North America) £10 benchmark (Europe and North America)
Lunch costs receipted	£5 benchmark (UK and overseas travel outside of Europe and North America) £15 benchmark (Europe and North America)
Dinner costs receipted	£15 benchmark (UK and overseas travel outside of Europe and North America) £25 benchmark (Europe and North America)
Staying with friends and family	£5 Lunch and £15 Dinner (£20 limit per 24hr period) – requires line manager approval.
Car journeys ≤10,000	45p per mile

A copy of the full policy will be provided to the Supplier in the Inception Period.

PAYMENT METHOD BACS

BUYER'S INVOICING ADDRESS:



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[REDACTED]

BUYER'S CONTRACT MANAGER

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

BEIS: Environmental Policy September 2021 available online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf

BUYER'S SECURITY POLICY

Not applied

BUYER'S ICT POLICY

Not applied

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT

Work in Progress and forward planning reports

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

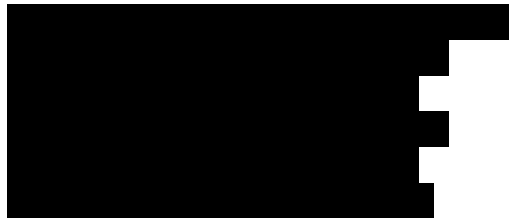
KEY STAFF

[REDACTED]

[REDACTED]

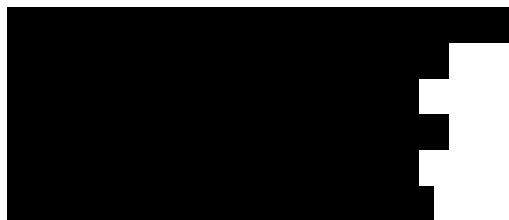
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KEY SUBCONTRACTOR(S)
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION



SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Lot 2 Suppliers are required to have £100m Professional Indemnity Insurance under Joint Schedule 3.

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	██████████	Date:	██████████

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Joint Schedule 1 (Definitions)

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.
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.
3. In each Contract, unless the context otherwise requires:
 1. the singular includes the plural and vice versa;
 2. reference to a gender includes the other gender and the neuter;
 3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 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**";
 6. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing

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words in a visible form, and expressions referring to writing shall be construed accordingly;

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;
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;
9. references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
10. references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
11. the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
12. where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
13. any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):
 1. 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

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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

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

14. unless otherwise provided, references to “**Buyer**” shall be construed as including Exempt Buyers; and

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

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on:

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	http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"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); a. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; b. verify the Open Book Data; c. verify the Supplier's and each Subcontractor's compliance with the applicable Law; d. 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

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	<p>security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <ul style="list-style-type: none"> e. 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; f. 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; g. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; h. 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; i. 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; j. verify the accuracy and completeness of any: <ul style="list-style-type: none"> (i) Management Information delivered or required by the Framework Contract; or
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	(ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;
"Auditor"	<ul style="list-style-type: none"> a. the Buyer's internal and external auditors; a. the Buyer's statutory or regulatory auditors; b. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; c. HM Treasury or the Cabinet Office; d. any party formally appointed by the Buyer to carry out audit or similar review functions; and e. successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;

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"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;

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"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);
"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;

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"Central Government Body"	<p>a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"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

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	that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;

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"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' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> e. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i. base salary paid to the Supplier Staff; ii. employer's National Insurance contributions; iii. pension contributions; iv. car allowances;

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	<ul style="list-style-type: none"> v. any other contractual employment benefits; vi. staff training; vii. workplace accommodation; viii. workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix. reasonable recruitment costs, as agreed with the Buyer; <p>f. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h. Reimbursable Expenses to the extent these have been specified as allowable in the Order</p>
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	<p>Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> i. Overhead; j. financing or similar costs; k. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; l. taxation; m. fines and penalties; n. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and o. non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"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

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	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 in respect of a Milestone as specified in the Implementation Plan;

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"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"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:

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	<ul style="list-style-type: none"> 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 a. is required by the Supplier in order to provide the Deliverables; and/or b. 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;

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"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: <ul style="list-style-type: none"> 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 is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2: <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or
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	<p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
“Exempt Buyer”	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> a. eligible to use the Framework Contract; and b. is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> a. the Regulations; b. the Concession Contracts Regulations 2016 (SI 2016/273); c. the Utilities Contracts Regulations 2016 (SI 2016/274); d. the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); e. the Remedies Directive (2007/66/EC); f. Directive 2014/23/EU of the European Parliament and Council; g. Directive 2014/24/EU of the European Parliament and Council; h. Directive 2014/25/EU of the European Parliament and Council; or

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	i. Directive 2009/81/EC of the European Parliament and Council;
“Exempt Call-off Contract”	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
“Exempt Procurement Amendments”	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

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

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	<p>(a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>(b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Transparency Objectives"	<p>(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>(b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p>

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	<p>(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>(e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>(f) enabling the Buyer to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;</p>
"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"	<p>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:</p> <p style="padding-left: 40px;">a. riots, civil commotion, war or armed conflict;</p>

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	<ul style="list-style-type: none"> 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, <p>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;</p>
"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;

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"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"	<ul style="list-style-type: none"> e. the legislation in Part 5 of the Finance Act 2013 and; and f. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;

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"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"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, practises, 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"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i. are supplied to the Supplier by or on behalf of the Authority; or ii. the Supplier is required to generate, process, store or transmit pursuant to a Contract;

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"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"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> 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; a. details of the cost of implementing the proposed Variation; b. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of either Party; c. a timetable for the implementation, together with any proposals for the testing of the Variation; and

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	d. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"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;

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"Insolvency Event"

with respect to any person, means:

(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:

(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

(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;

(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(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;

(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;

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	<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;

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"Intellectual Property Rights" or "IPR"	<p>a. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>a. 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>b. all other rights having equivalent or similar effect in any country or jurisdiction;</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 company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);

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"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or a. 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 b. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy,

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	mandatory guidance or code of practice, judgement 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, judgement, 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 a. is submitted using an incorrect MI reporting Template; or

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	b. is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	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 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;

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	but shall not include the Supplier's Existing IPR;
"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 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

<p>"Open Book Data"</p>	<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> <ul style="list-style-type: none"> 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; a. operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> iii. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv. 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; v. a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi. Reimbursable Expenses, if allowed under the Order Form; b. Overheads;
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	<ul style="list-style-type: none"> c. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; d. the Supplier Profit achieved over the Framework Contract Period and on an annual basis; e. 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; f. 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 g. the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing,

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	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 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, available online at: https://www.gov.uk/government/publications/blowing-the-

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	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;
“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;
"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> <p>vii. induce that person to perform improperly a relevant function or activity; or</p>

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	<p>viii. reward that person for improper performance of a relevant function or activity;</p> <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> <p>ix. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x. under legislation or common law concerning fraudulent acts; or</p> <p>xi. 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”	<p>appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the</p>

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	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"	<ul style="list-style-type: none"> a. the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: <ul style="list-style-type: none"> a. full details of the Default that has occurred, including a root cause analysis; b. the actual or anticipated effect of the Default; and c. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	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

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	<p>rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> 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 agreed in advance in writing; and 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;
"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"	<ul style="list-style-type: none"> 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 <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by

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	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;

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"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"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;

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"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: <ul style="list-style-type: none"> a. the Deliverables are (or are to be) provided; or a. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; b. those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;

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"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"	<p>any:</p> <ul style="list-style-type: none"> 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; a. standards detailed in the specification in Schedule 1 (Specification); b. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; c. relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;

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"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> <ul style="list-style-type: none"> a. provides the Deliverables (or any part of them); a. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or b. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;

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	<p>a. 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>b. 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>a. provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>b. 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

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	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;
"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: <ul style="list-style-type: none"> 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

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	Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"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;

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"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 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.

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Joint Schedule 2 (Variation Form)

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

Contract Details	
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")
Contract name:	[insert] name of contract to be changed] (" the Contract ")
Contract reference number:	[insert] contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
Reason for the variation:	[insert] reason]
An Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the	[Supplier to insert] assessment of impact]

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proposed variation:		
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
2. the Call-Off Contract Effective Date in respect of the Additional Insurances.

2. The Insurances shall be:

1. maintained in accordance with Good Industry Practice;
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;
3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
4. maintained for at least six (6) years after the End Date.

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

1. Without limiting the other provisions of this Contract, the Supplier shall:
 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. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

3. Hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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

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.

2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

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

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

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

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**

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.
 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**
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 cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
 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.
 3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
 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

3.
 1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 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);
 2. public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
 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 Commercially Sensitive Information?**

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

No.	Date	Item(s)	Duration of Confidentiality
1	16/09/22	Tender Responses	Lifetime of contract
2	16/09/22	Key Staff working on contract	Lifetime of contract
3	16/09/22	Pricing Details	Lifetime of contract

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
2. CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify the Supplier from time to time.

2. Equality and Accessibility

1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 1. eliminate discrimination, harassment or victimisation of any kind; and
 2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

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

1. The Supplier:
 1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
 6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
 7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
 8. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
 9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
 10. shall not use or allow child or slave labour to be used by its Subcontractors;
 11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.
4. **Income Security**
1. The Supplier shall:
 1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

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2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
3. not make deductions from wages:
 - a. as a disciplinary measure
 - b. except where permitted by law; or
 - c. without expressed permission of the worker concerned;
4. record all disciplinary measures taken against Supplier Staff; and
5. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. **Working Hours**

1. The Supplier shall:

1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
3. ensure that use of overtime used responsibly, taking into account:
 - a. the extent;
 - b. frequency; and
 - c. hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

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

5.3.1 this is allowed by national law;

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

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

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

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

6. Sustainability

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

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan	
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]

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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]		

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Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

**“Processor Person-
nel”** 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*) of the Core Terms;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

- d. have undergone adequate training in the use, care, protection and handling of Personal Data;
 - d. not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - i.the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - ii.the Data Subject has enforceable rights and effective legal remedies;
 - iii.the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - iv.the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - e. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - a. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Personal Data Breach.

8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - a. the Controller with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Controller following any Personal Data Breach; and/or
 - e. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - a. the Controller determines that the Processing is not occasional;
 - b. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - c. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

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

14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating

to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:

- a. to the extent necessary to perform their respective obligations under the Contract;
- b. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
- c. where it has recorded it in Annex 1 (*Processing Personal Data*).

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):

- a. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- b. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - i. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it

- has received the same and shall forward such request or correspondence to the other Party; and
- ii. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - implement any measures necessary to restore the security of any compromised Personal Data;
 - 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
 - not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

- The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- The contact details of the Supplier's Data Protection Officer are:

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3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties are Independent Controllers of Personal Data <i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i> <ul style="list-style-type: none">• <i>Personal Data of Staff of either Party</i>
Duration of the Processing	<i>Lifetime of the contract and up to 7 years after it expires.</i>
Nature and purposes of the Processing	Management of this Legal Services Contract and any case of claim supported under it.
Type of Personal Data	Staff of either Party: Full name Workplace address Workplace Phone Number Workplace email address Date of Birth Photocopy of ID documents

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Categories of Data Subject	Staff of either Party
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Can be deleted after time limits.</i>

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Model Version: v3.0

Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

To be agreed and as required, upon Contract Commencement with the Supplier

Title	Content	Format	Frequency
Performance and forward plan	[]	[]	[]
Call-Off Contract Charges and budget management	[]	[]	[]
Technical	[]	[]	[]
Performance management	[]	[]	[]

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Call-Off Schedule 3 (Continuous Improvement)

1. **Buyer's Rights**
 1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
2. **Supplier's Obligations**
 1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
 2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
 3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 1. identifying the emergence of relevant new and evolving technologies;
 2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

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4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
 4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
 5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
 6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
 7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
 8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
 9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

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10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
 11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
 12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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Call-Off Schedule 4 (Call Off Tender)

See Appendix A at end of this contract (Confidential- Sensitive)

Call-Off Schedule 7 (Key Supplier Staff)

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

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

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

1. Definitions

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

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

2. BCDR Plan

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. At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan

(a “**BCDR Plan**”), which shall detail the processes and arrangements that the Supplier shall follow to:

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. the recovery of the Deliverables in the event of a Disaster
3. The BCDR Plan shall be divided into three sections:
 1. Section 1 which shall set out general principles applicable to the BCDR Plan;
 2. Section 2 which shall relate to business continuity (the “**Business Continuity Plan**”); and
 3. Section 3 which shall relate to disaster recovery (the “**Disaster Recovery Plan**”).
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 on the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Disputes shall be resolved in accordance with the Dispute Resolution Procedure.
3. **General Principles of the BCDR Plan (Section 1)**
 1. Section 1 of the BCDR Plan shall:
 1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 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. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 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 Suppliers in each case as notified to the Supplier by the Buyer from time to time;
 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;
 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;
 7. provide for documentation of processes, including business processes, and procedures;
 8. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 9. identify the procedures for reverting to “normal service”;

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;
 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
 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.
2. The BCDR Plan shall be designed so as to ensure that:
 1. the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 2. the adverse impact of any Disaster is minimised as far as reasonably possible;
 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
 4. it details a process for the management of disaster recovery testing.
 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.
 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)**
 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:
 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
 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.
 2. The Business Continuity Plan shall:
 1. address the various possible levels of failures of or disruptions to the provision of Deliverables;
 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;
 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. set out the circumstances in which the Business Continuity Plan is invoked.
 5. **Disaster Recovery (Section 3)**

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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.
2. The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 1. loss of access to the Buyer Premises;
 2. loss of utilities to the Buyer Premises;
 3. loss of the Supplier's helpdesk or CAFM system;
 4. loss of a Subcontractor;
 5. emergency notification and escalation process;
 6. contact lists;
 7. staff training and awareness;
 8. BCDR Plan testing;
 9. post implementation review process;
 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;
 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;
 12. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 13. testing and management arrangements.
6. **Review and changing the BCDR Plan**
 1. The Supplier shall review the BCDR Plan:
 1. on a regular basis and as a minimum once every six (6) Months;
 2. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 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.
 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.

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.

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

5. The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practises 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**

1. The Supplier shall test the BCDR Plan:

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

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.

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.

4. The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved by 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.

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

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

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**

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**

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)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	<ol style="list-style-type: none"> 1. the occurrence of: <ol style="list-style-type: none"> 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 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, 2. 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;
"Security Management Plan"	<ol style="list-style-type: none"> 3. 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 has been updated from time to time.

2. Complying with security requirements and updates to them

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. 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.
3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

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.
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**

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.
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:
 1. is in accordance with the Law and this Contract;
 2. as a minimum demonstrates Good Industry Practice;
 3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
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.
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**

1. **Introduction**

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.

2. **Content of the Security Management Plan**

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

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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.

3. **Development of the Security Management Plan**

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.

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.

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. 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. **Amendment of the Security Management Plan**

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.

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 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.

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. 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**

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.

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:

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

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- 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.
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.

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):

"Exclusive Assets"

1 Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;

"Exit Information"

2 has the meaning given to it in Paragraph 3.1 of this Schedule;

"Exit Manager"

3 the person appointed by each Party to manage their respective obligations under this Schedule;

"Exit Plan"

4 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;

"Net Book Value"	5 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"	6 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"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 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"	9 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,

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whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance"	10 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;
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"Termination Assistance Notice"	11 has the meaning given to it in Paragraph 5.1 of this Schedule;
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"Termination Assistance Period"	12 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;
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"Transferable Assets"	13 Exclusive Assets which are capable of legal transfer to the Buyer;
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"Transferable Contracts"	14 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
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Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets"

15 has the meaning given to it in Paragraph 8.2.1 of this Schedule;

"Transferring Contracts"

16 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

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

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
-

("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 Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to

facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 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:

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- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

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- 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) 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 (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

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- 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;
- 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, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 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, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

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

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract 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.

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.

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

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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

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

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

1. Definitions

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

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

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

3. Role of the Supplier Contract Manager

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

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.
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.
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. 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.

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**

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

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

1. the identification and management of risks;
2. the identification and management of issues; and
3. monitoring and controlling project plans.

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

4. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

Annex: Contract Boards

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

TBC

Call-Off Schedule 20 (Call-Off Specification)

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

Redacted due to confidentiality



Department for
Business, Energy
& Industrial Strategy

Call-Off Schedule 24 (Special Schedule)

LEGAL SERVICES CONTRACT

Where the Services provided under a Call-Off Contract include Legal Services, the following provisions shall apply: -

The Core Terms shall be amended as follows: -

3.1 All Deliverables

- 3.1.3 The Supplier shall bring to the attention of the Buyer any conflict between:
- (a) the Core Terms or Special Terms in a Contract;
 - (b) Call-Off Schedule 24 (Special Schedule); and/or
 - (c) any of the requirements in Clause 3.1.1;
- and shall comply with the Buyer's decision on the resolution of any such conflict.

9. Intellectual Property Rights (IPRs)

9.1 Subject to Clause 9.2, each Party keeps ownership of its own Existing IPRs.

9.2 Unless otherwise provided in the Order Form:

- (a) Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to the Buyer a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same; and
- (b) the Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license Supplier's Existing IPR to enable it to both:
 - (i) receive and use the Deliverables; and
 - (ii) make use of the deliverables provided by a Replacement Supplier.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing. However, nothing shall prevent a Buyer from using any techniques, ideas, Know-How which the Buyer has gained during the performance of the Contract in the

PROTECT

course of its normal business to the extent that this use does not result in the disclosure of the Supplier's Confidential Information or an infringement of IPRs.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all Losses incurred as a result.

9.6 If an IPR Claim is made: -

(a) the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall: -

- (i) consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
- (ii) take due and proper account of the interests of the CCS and the Buyer;
- (iii) consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
- (iv) not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).

(b) or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- (i) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (ii) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

11. How much you can be held responsible for

11.11 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Buyer to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of the Buyer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.

11.12 Save as otherwise expressly provided, the obligations of the Buyer under the Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligations upon, or in any other way fetter or constrain the Buyer in any other capacity, nor shall the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the buyer to the Supplier.

11.13 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.13 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

34 Resolving Disputes

Complaint Handling

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34.8 If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier's usual Complaint handling procedure within 5 Working Days of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier's plans to resolve the Complaint.

34.9 Without prejudice to any:

- (a) rights and remedies that a complainant may have at Law (including under a Contract), and
- (b) obligation of the Supplier to take remedial action under the provisions of the Contract,

the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

Call-Off Agreement 25 Secondment Agreement



Crown
Commercial
Service

SECONDMENT AGREEMENT

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Introduction

Secondments, in or out of the Civil Service, are a valuable way to exchange knowledge and skills with other sectors and, as such, departments are actively encouraged to use them.

A secondment is a move between a Civil Service department and an external organisation, such as the wider public, voluntary or private sector, for an agreed time period.

Secondments are either:

Outward; when a Civil Service employee moves temporarily to work in an external organisation outside of the Civil Service, but remains employed by the Civil Service.

Inward; when an individual from outside of the Civil Service moves temporarily to work for a Civil Service department but remains employed by their external organisation.

The benefits a secondment can bring

Secondments are a key element of the Civil Service development offer and talent development strategy. They provide opportunities to:

develop specific skills required for organisational performance that cannot be developed within the Civil Service

develop talent via recognised programmes

build a broader understanding of departmental delivery chains and relationships with strategic partners.

Secondments:

bring new skills back into the business

build capability through skills transfer between the Civil Service and external organisations

offer development opportunities to employees

increase awareness of customers and the impacts departments have on them

support employers in other sectors to build their capability.

What to know before you start

The Civil Service Management Code (section 10.3) gives particular information around:

Conduct and discipline

Pensions arrangements

Injury Benefits

Recruiting to inward secondments

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Pre-appointment checks for inward secondments

These are referenced in this guidance at appropriate points. Details of further Civil Service guidance which may be useful when considering a secondment can be found at [Annex 1](#).

Discussing secondment opportunities

Discussing a potential secondment with an external organisation will require an element of negotiation for either an inward or an outward placing. To get the best outcome it is advisable to:

start discussions as early as possible; involving departmental HR, finance, and where necessary legal colleagues from the outset

be clear about Civil Service rules or requirements: e.g. the Civil Service Commission's Recruitment Principles allow inward secondments of up to two years without the need for fair and open competition

ensure that the individual being seconded understands and is a part of any discussions at the appropriate stage

be flexible wherever possible; but also be aware of the wider aims of the secondment and keep the business benefits at the forefront of discussions.

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Outward secondments

Glossary of terms

Employee - Current civil servant undertaking a secondment in an external organisation.

Host organisation - An external organisation that is not part of the Civil Service.

Home department - Civil Service department where the employee is permanently employed.

Requests for secondments

When an employee considers a secondment would be beneficial to their development they should talk this through with their manager. Completing the business case template at [Annex 2](#) is a good way to help both parties decide if the opportunity would be a good one for the employee and provide benefits to the business.

Eligibility

To be eligible for a secondment an employee must:

have been recruited in line with the [Civil Service Commission's Recruitment Principles](#) (appointment on merit through fair and open competition)

be in a position to clearly benefit from development outside of the Civil Service

have successfully completed their probationary period

demonstrate acceptable performance and attendance levels

not have an immigration visa restriction which specifies a particular place of work.

If an eligible employee is on a fixed term contract consider the decision alongside the business benefit in relation to:

fixed term employees are usually recruited to undertake a specific piece of work

the secondment can only be agreed for the remaining duration of the fixed term contract or less

there may be limited opportunities for the employee to bring skills back to the department.

Business benefits

If an employee meets the eligibility criteria, managers will need to consider the business benefits that will be gained by the department and the wider Civil Service as a result of the secondment.

Decision making

If it is agreed the secondment is a good opportunity a consideration may be how to fill the role left by the employee going on secondment. There may be occasions when their specific role should be retained for them, for example where they have gone on secondment to bring back specific skills to

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the business; or their post can be filled permanently depending on the type of post and length of secondment. The following options can also be considered:

offering the role to an employee on a development programme

asking for an exchange with the host organisation

advertising the role as a loan.

[DN: Department to insert link to approval process for vacancy filling].

Communicating decisions

Managers should communicate the decision to the employee by providing clear reasons and rationale, particularly where the secondment is refused. If refused, managers should consider other ways in which the employee could be further developed.

Agreements for secondments

The Civil Service Management Code states that the terms of the secondment are for negotiation between the home department, the host organisation and the employee.

A written agreement which is understood by all parties should be in place before a secondment begins. This is normally, but not exclusively, written by the home department with input by the host organisation.

A template for an outward secondment agreement is available at [Appendix 1](#).

The agreement should cover

Duration This should be appropriate to the nature of the opportunity and not exceed two years unless there is a specific business justification for doing so. Outward secondments are to develop new skills for the Civil Service and the duration should reflect this. The agreement should include an **end date**.

Notice Periods should be agreed to cover circumstances where either the home department or the host organisation needs to terminate the agreement.

Pay The usual arrangement is for the employee to continue to be on the payroll and receive the pay awards of their home department with the external organisation reimbursing the salary costs. Moving employees to the payroll of the external organisation is not recommended as there are implications regarding Civil Service Pension Schemes contributions and reckonable service.

Employees may not necessarily continue to be entitled to non contractual allowances they are in receipt of in the home department.

Reimbursement There can be variations in how much salary is reimbursed. There are occasionally circumstances where the home department may agree not to be reimbursed, or may be partially reimbursed, for example where the secondment is very short or where there is a significant business

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benefit which offsets the cost. This will need to be agreed by **[DN departments to insert relevant approvals route]**.

As the employee remains on their home department's payroll during a secondment, VAT is applied to the salary as the host organisation is considered to be purchasing a service from the home department.

Pensions Regardless of whether the employee will remain on their department's payroll during the secondment the employee must be given a written statement of the effect upon their pension arrangements. Managers will need to refer to their departmental pension's administrator regarding this.

Automatic enrolment Duties should be included within the secondment agreement. As employees retain the terms and conditions of their home department and remain on their payroll, it is the home department that is responsible for automatically enrolling the worker under legislation.

Injury benefits If the employee remains in the pension scheme of their department they must receive injury benefit cover from the department. In other cases, the receiving organisation must provide the cover. Departmental pension's administrators will be able to provide advice where there is any doubt about liability. A written statement must be given to the employee explaining who is providing the injury benefit. It is advisable to do this within the secondment agreement.

Terms and Conditions The secondment agreement will specify any changes to contractual terms but the employee will normally remain on those of their home department.

Policies There should be a clear understanding of the policies the employee is working under during the secondment. A practical approach may be to use the host organisation's policies for day to day management activities but where policies link to payroll mechanisms it may be better to use those of the home department.

Conduct and Business Appointment Rules A civil servant on outward secondment remains subject to the Civil Service Management Code and the existing rules of their home department. The Business Appointment Rules continue to apply. During the secondment, the employee must also behave as if they were members of the host organisation in following its policies and directives.

Return arrangements The secondment agreement should outline what post the employee is eligible to return to at the end of the secondment period; the minimum commitment should be that a department will accept the employee back at their previous grade and location where possible. If there is no post available or the home department no longer occupies the previous location, the employee will be declared surplus.

Duty of care. The agreement should be clear about the responsibility to protect the employee from reasonably foreseeable risk or harm which might occur as a result of their work. The under-pinning principle is that a home department will always retain responsibility for the duty of care but that it can choose to discharge this responsibility by asking the host organisation to take responsibility for some or all aspects.

At the start of the secondment

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Once the secondment is agreed, the practical steps to facilitate the transfer will need to be undertaken. A line manager checklist is available at [Annex 3](#).

A **home** manager should:

confirm the employee has been recorded as going on secondment

ensure that keep in touch arrangements have been agreed.

During the secondment

Keep in Touch

Keep in touch activities need to be tailored to suit all parties. Key things to consider are:

method, e.g. tele-kit, video conference, face to face, telephone

departmental information required such as newsletters or vacancy bulletins

frequency e.g. weekly, monthly

other information required by the host line manager, which will depend on the payroll and management arrangements in place.

The home line manager has overall responsibility for maintaining the programme of keep in touch and ensuring a smooth return process. They should review the employee's development goals and ensure they have an effective development plan.

They are also responsible for updating the employee about key developments such as:

-any promotion opportunities

-any restructuring taking place within the home department

-early release schemes they may be eligible to apply for whilst on secondment.

The employee is responsible for ensuring the agreed keep in touch arrangements are followed, actively informing both managers of any changes or developments in their home department and the timescales for returning at the end of the secondment.

The host line manager is responsible for engaging with and supporting the keep in touch process.

Managing the employee whilst on secondment

As the employee remains on their home departmental payroll, their home line manager will need to ensure that they are taking all necessary action linked to pay. This includes but is not limited to: performance management, annual leave and sick pay.

All the actions taken for an employee on secondment should be recorded to ensure they are not treated differently from other employees managed under those policies.

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It can be complex for a host line manager to manage individuals on secondment using unfamiliar policies, processes and entitlements. Home line managers should be as helpful as possible in interpreting departmental policies and supporting with any issues that arise.

Ending early

Secondments will usually come to an end at the pre-agreed end date but either the home department or host organisation can terminate the secondment by giving the agreed notice.

A secondment may need to end because:

the employee accepts a new permanent role

the home department encounters exceptional resourcing issues and requests that the employee return early (this would only be due to an urgent business need)

significant business change in either the home department or host organisation, for example a TUPE or Machinery of Government change

the secondment is not working successfully and discussion has not resolved the problem.

Towards the end of the secondment

As part of the [keep in touch](#) arrangement it is important to plan the employee's return to the home department.

This should include a review of the benefits of the secondment and any discussion of how further benefit could be achieved in the time remaining. It is important to assess this against the benefits listed in the original business case, the objectives set for the employee and progress made.

If it is confirmed that the secondment will end at the pre-agreed time the home department needs to start considering what post the employee will return to. The department will also need to consider how best to use the development the employee has gained from the secondment.

Extending the secondment

In exceptional circumstances the host organisation may wish to extend the secondment. They can make this request but the home department will need to agree. This decision should be based on the original purpose of the secondment and an assessment of the continued benefits to all parties. A secondment's purpose is to bring new skills into the Civil Service; those which are extended may not deliver this. The outcome of the extension request should be recorded formally so that all parties are aware of the outcome.

At the end of the secondment

It is essential that the employee and home line manager regularly communicate and plan well in advance the practical arrangements that need to be made to facilitate an effective return. This will include any steps required to induct the employee back into the organisation and any payroll amendments which may be required.

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Both the home department and the host organisation should take part in a review meeting to hand over fully, following the secondment.

Employees should be kept fully up-to-date with any organisational changes which may alter the return arrangements. In the event that it is not possible to accommodate the employee as planned, the employee should be notified as soon as possible, and managed in line with the home department's surplus policies.

Evaluation and using new skills

When an employee returns to the department they should meet with their home manager to:

review the outcomes of the keep in touch meeting which took place towards the end of the secondment

discuss and evaluate the benefits gained from the secondment compared with the original objectives and agree next steps to build on the experience. It may also be useful to have a follow up evaluation once the employee has been back in post for a number of months.

find ways to share their learning in their work environment.

Further help

The Frequently Asked Questions provide further detailed advice in response to questions that employees or managers may ask when considering a secondment opportunity.

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Inward Secondments

Glossary of terms

Individual Current employee of an external organisation, undertaking a secondment in a Civil Service department; they will not be a current civil servant.

Home organisation External organisation where the individual is permanently employed

Host department Civil Service department where the individual is undertaking the secondment.

Using secondments to fill a role

As secondments are classed as external recruitment they are subject to the requirements of the Civil Service Commission's Recruitment Principles. Secondments into the Civil Service are also covered by the recruitment freeze. As such use of them will require discussion with senior management and be subject to existing departmental processes to gain approval to recruit externally. The benefits to the department and the wider Civil Service will need to be made clear as part of this process.

Inward secondments must be conducted in line with the Civil Service Commission's Recruitment Principles. To facilitate movement between the Civil Service and other employers the Commission allows **secondments of up to two years without the need for recruitment via fair and open competition based on merit.**

Numbers of inward secondments need to be included in departmental annual reports to the Civil Service Commission.

Advertising

Secondment opportunities could be advertised on CS Jobs, through professional networks or to communities using that profession's website. If advertised on CS Jobs this would be classed as appointment on merit through fair and open competition and the limit of two years would not apply. However, as the aim of a secondment is to develop skills within the Civil Service, longer periods should not normally be required.

Direct placement

Secondments may also be filled by identifying a suitable individual, where:

a department approaches an individual, employed by an external organisation, with very specialised skills to carry out particular work, and the individual's organisation agrees to a secondment

pre-existing 'exchange' arrangements exist between Civil Service departments and external organisations or professions as part of a recognised scheme

an individual has a particular development need or interest and there is an opportunity which is suitable, available and of business benefit to the department.

It is important that all activity undertaken to fill a role using a secondment is in line with equality legislation.

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Applications for secondments

When considering a secondment application, the potential host manager should assess it in line with the requirements of the role. They should make clear to the individual the duration, salary, terms of secondment, and the need for agreement from the home organisation.

They will also need to make clear to the individual that the role is offered on a secondment basis and is not an offer of permanent employment.

Pre-appointment checks

Managers will need to ensure that personnel security risks are effectively managed by applying controls and checks relevant to the specific secondment post. The Civil Service Nationality Rules will not apply where the individual remains the employee of an external organisation. As the individual is working within the Civil Service they will require all other pre-appointment checks in the same way as a permanent new starter. This will also include ensuring that the individual does not have any visa restrictions that limit the secondment. It is helpful to make individuals aware of the pre-appointment checks process, any timescales involved, and additional restrictions that would otherwise apply if employed directly by the Civil Service.

[Annex 1](#) lists guidance to be aware of. These checks should be conducted in line with departmental recruitment guidance [DN: Department to insert links].

Secondment agreements

The Civil Service Management Code states that the terms of a secondment are a matter for negotiation between the home organisation, the host department and the individual.

A secondment should always be under-pinned by a written agreement between all parties. A template for an inward secondment agreement is available at [Appendix 2](#).

During an inward secondment the individual will be carrying out work for the Civil Service department whilst remaining employed by their home organisation. The home organisation's agreement would normally be used. As long as the department's interests are represented the template used should not be a barrier. The department can suggest the use of the template at Appendix 2 if the home organisation agrees.

Checking the details of an agreement

Consider:

Duration and end date To facilitate movement between the Civil Service and other employers the Commission allows secondments of up to two years without the need for recruitment via fair and open competition based on merit. Any proposal for a longer secondment at the outset, or to extend the appointment beyond two years requires the approval of the Commission. Timescales in agreements should reflect this.

Notice periods should be agreed to cover circumstances where either the home organisation or the host department needs to terminate the agreement.

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Pay The usual arrangement is for the individual to continue to be on the payroll of the home organisation and be covered by their pay arrangements, with the host department reimbursing salary costs. Departments should not normally agree to reimburse variable pay such as bonuses.

Reimbursement VAT is payable by the host department as they will need to use an invoice to pay the home organisation for the individual's costs; this is because during a secondment the individual remains on their home organisation's payroll.

Automatic enrolment duties should be included within the secondment agreement. As the individual will retain the terms and conditions of their employer and remain on their payroll, it is the home organisation that is responsible for automatically enrolling the worker under legislation.

Injury benefits Arrangements for injury benefit cover must be agreed before any inward secondment commences and given to the secondee in writing, explaining who provides the benefit and what it is comprised of. If the individual remains in the pension scheme of their home organisation they should receive injury benefit cover from them. In other cases, the host must provide the cover.

Departmental pension's administrators will be able to provide advice where there is any doubt about liability.

Terms and Conditions The secondment agreement will specify any temporary changes to contractual terms but the individual will normally remain on those of their home organisation.

Policies There should be a clear understanding of which policies the individual is working under during the secondment. Where policies link to pay systems it may be better to use those of their home organisation whilst following those of the host department for areas linked to day to day management activity.

Conduct Individuals seconded in to the Civil Service must be made aware that they will be subject to the Official Secrets Acts and are also required to observe the Civil Service and departmental rules on conduct, confidentiality and security. They should ensure that there is no conflict of interest that will cause embarrassment either to their home organisation or their host department. These may be in addition to rules that are applicable to them in their home organisation.

Duty of care The agreement should be clear about the responsibility to protect the individual from reasonably foreseeable risk or harm which might occur as a result of their work. The under-pinning principle is that a home organisation will always retain responsibility for the duty of care but that it can choose to discharge this responsibility by asking the host department to take responsibility for some or all aspects.

At the start of the secondment

Once the secondment is agreed, the practical steps to facilitate the transfer will need to be undertaken.

A **host** manager should be aware of:

any reasonable adjustments required and ensure these are in place

keep in touch arrangements and responsibilities that have been agreed

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arrangements for paying the individual, including expenses

the arrangements for managing the individual and whose policies they are working under

the external organisation's policies that relate to pay such as performance management, annual leave, attendance management.

During the secondment

Keep in touch

Keeping in touch during the secondment is the responsibility of all the parties involved:

The individual is responsible for ensuring the agreed keep in touch arrangements are followed, actively informing both managers of any changes and the timescales for returning at the end of the secondment.

The home line manager has overall responsibility for maintaining the keep in touch programme and ensuring a smooth return process. They will need to liaise with their employee and provide the host line manager with information needed to manage the individual.

The host line manager is responsible for engaging with, and supporting, the keep in touch process and supplying information required by the home organisation.

Managing the employee

During the secondment the host line manager is responsible for the day to day management of the individual and should maintain accurate records which can be shared with the home organisation as necessary.

As the individual remains on their home organisation's payroll, the policies linked to pay will need to be adhered to and any required action taken; these will include performance management, annual leave and attendance management.

Both managers should discuss and agree what the requirements are in terms of record keeping and paperwork.

It can be complex managing individuals on secondment where some of the policies used are those of the home organisation and as a result are unfamiliar to the host line manager. In order to ensure the process runs smoothly any issues that arise which are covered by the home organisation's policies, processes and entitlements should be discussed with the home manager as part of the keep in touch process.

Ending a secondment early

Secondments will usually come to an end at the pre-agreed end date. Either the host department or the home organisation can terminate the secondment early by giving the agreed notice period.

A secondment may need to end early because:

the individual accepts a new permanent job role

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the individual returns to the home organisation due an urgent business requirement

the secondment is not working successfully and discussion has not resolved the problem.

Towards the end of the secondment

Towards the end of the secondment a review of the benefits of the secondment, and any discussion of how further benefit could be achieved in the time remaining, should be undertaken. This should involve the home organisation as this will support the evaluation process and build links for future opportunities.

Extending the secondment

As inward secondments are used to transfer skills and facilitate movement between the Civil Service and other employers, the Civil Service Commission allows **secondments of up to two years without the need for recruitment via fair and open competition based on merit.**

Any proposal for a longer secondment at the outset, or to extend the appointment beyond two years requires the approval of the Commission. Additional information is available from the [Commission's website](#).

At the end of the secondment

Activity undertaken at the end of the secondment should include:

Performing a review of the secondment and the skills and benefits it has brought for: the host department, the individual, the home organisation and the wider Civil Service. This will be key for informing future secondment activity.

Considering keeping in contact with the individual as a way to build networks outside of the Civil Service which could lead to similar arrangements in the future.

Further help

The Frequently Asked Questions provide further detailed advice in response to questions that employees or managers may ask when considering a secondment opportunity.

Annex 1 – Civil Service guidance and rules to consider

Section 10.3 of the Civil Service Management Code sets out rules concerning:

Conduct and discipline

Pensions arrangements

Injury Benefits

Recruiting to inward secondments

Pre-appointment checks for inward secondments

This guidance reflects the Management Code position but the source information can be found [here](#).

Cabinet Office Recruitment Freeze Guidelines This applies to those taken on inward secondment, even if the individual stays on their home organisation's payroll or there is a zero cost agreement.

Civil Service Commission's Recruitment Principles The Civil Service Management Code states that inward secondments must not conflict with rules governing appointment on merit through fair and open competition. The rules allow secondments to be an exception to the Principles but also put a limit of two years on their duration. Secondments recruited via a fair and open competition route will be rare but if this does occur that posting will not be treated as an exception and can be for a period of longer than two years. The link can be found [here](#).

Pre-appointment checks guidance All those moving into the Civil Service on secondment need to have undergone pre-appointment checks. Refer to departmental guidance and the:

Baseline Personnel Security Standard, this sets out the standard security checks across Government and the different clearance level required for different roles. **[DN: Department to insert link to departmental guidance]**

Civil Service Nationality Rules, these apply only to inward secondments where the terms of the secondment agreement are such that the individual is considered to be employed by the Civil Service. These can be found [here](#).

Annex 2 – Business case template

Employees wishing to apply for a secondment opportunity must satisfy the eligibility criteria set out in the secondments policy and complete the business case template. Detailed information should be provided to enable managers to make an informed decision on whether they are able to support and approve the application.

All sections should be completed in full:

Employee name and grade			
Details of the secondment opportunity: employer, type of business/organisation, role type and working hours			
Duration of secondment			
Details of personal development the opportunity would provide			
Details of business benefits to the home department. For example, skills or knowledge that you will return with.			
Details of business benefits to the wider Civil Service.			
Details of business benefits to the host organisation.			
Outcome (please give reasons for accepting or rejecting the request).			
Manager name and grade			
Signature		Date	

PROTECT

Annex 3 - Line manager checklist (outward secondments)

The checklist below can be used to record evidence throughout the secondment process. An up to date copy should be retained which can be reviewed as part of the `Keeping in Touch` process. If there is a change of home manager during the secondment this checklist should be handed to the new manager.

Employee details

Name	
Grade	
Contact details	

Host manager details

Name	
Business/organisation	
Contact details	

Secondment request

Have the eligibility requirements been met? (see Secondments Policy)	<i>Confirm checks and insert details of any issues/concerns.</i>
Does the business case evidence benefit for the department, the employee, and the Civil Service?	<i>If yes record date business case approved. If not insert reason refused and date employee informed.</i>
Does the employee understand the return arrangements? Record details of discussions	

Secondment agreement - Does the employee understand the arrangements for:

Terms and conditions?	
Salary and expenses?	
Keeping in Touch?	
Development reviews?	
Absence reporting arrangements?	
Performance reporting?	

PROTECT

Recording the terms of the agreement?	<i>Ensure the employee and manager have a signed and dated copy of the agreement.</i>
---------------------------------------	---

Prior to the secondment

What arrangements have been made for filling any vacancy left by the secondment?	
Have you taken action on any HR/payroll changes required e.g. has the employee been recorded as going on secondment?	
Have you undertaken relevant performance action?	
Have you considered reasonable adjustments?	

During the secondment

Are you sending the employee regular communications from the home department as required, e.g. job opportunities?	
When will the keep in touch meetings taking place? Record dates if required.	
Has the employee requested an extension to the secondment?	
Has the extension been agreed?	

Planning for the employee's return

Has a discussion taken place with the employee about return?	
Is the employee's original post still available? If not has an alternative post been found?	
Has the employee's return date been agreed by all parties?	

PROTECT

Do any reasonable adjustments need to be made prior to the employee's return?	
---	--

PROTECT

Does the employee require an induction?	
Has the host manager sent over the relevant paperwork and performance reports?	
Has an evaluation of the secondment opportunity and development gained taken place? Record any meeting date(s).	

Post return

Has a further evaluation review been conducted six months after the return date?	
--	--

Appendices – Template Secondment Agreements

PROTECT

Appendix 1 – Outward secondment agreement

AGREEMENT FOR SECONDMENT OF CIVIL SERVICE EMPLOYEE TO NON-CIVIL SERVICE ORGANISATION

Warning: this is only a template and must be adapted to suit individual circumstances. Legal advice should be taken where appropriate.

This Agreement is made between:

[Insert name of non-Civil Service (external) organisation] of **[insert address]** (“the Host”)

the Department of **[insert Civil Service Department name]** (“the Department”)

[insert name of Civil Service employee] (“the Secondee”).

Secondment and duration

The Secondee will be seconded by the Department to work for the Host in the post of **[insert post title]** from **[insert start date]** to **[insert end date]**. The Secondees line manager during the secondment will be **[insert name or job title of line manager]**; if a change of line manager is necessary the details will be given to the Secondee and the Department.

Status of Secondee; return to Department

The Secondee will remain the employee of the Department for the duration of the secondment and will not become, or be regarded as, the employee of the Host. If the Secondee ceases to be employed by the Department for any reason during the secondment period then the secondment will terminate immediately.

At the end of the secondment the employee will return to the home department. The home department will do its best to place the employee in either the same post or another post at the same grade and location as s/he was in before the secondment started, but it cannot guarantee that any post will be available. **[Home departments may wish to make reference to their deployment policies here.]**

On returning to the Department any terms of the Secondee’s contract which were varied because of the secondment will revert back to their original state. Any higher remuneration which applied because of the secondment will cease with the secondment.

Any temporary promotion linked to the secondment will cease when the secondment ends and the Secondee will return to the Department at their original grade.

Location and hours of work

During the secondment the Secondee’s place of work will be **[insert place of work]**.

The Secondee’s hours of work during the secondment will be **[insert working hours]**.

Remuneration

PROTECT

During the secondment the Department will continue to pay the Secondee his/her normal remuneration (including pay for sickness absence, annual leave and pension contributions) **[DN less any department/role specific allowances]**. This includes any Departmental pay award which has been made but has not yet come into effect.

OR (if the rate of pay is higher during the secondment)

During the secondment the Department will pay the Secondee at the rate of £ [insert special pay rate if applicable] per annum and will also provide the same benefits as applied before the secondment [or insert here a list of which Departmental benefits will be provided and whether any additional Host benefits will apply. This can be done in an Annex if necessary]. Any departmental pay award which was made before the secondment starts but is not yet effective will not apply.

The Department will also be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Secondee's remuneration.

Pay Awards: Any pay awards that are implemented within the Department during the secondment should be applied to the Secondees salary as and when they occur.

OR (if the rate of pay is higher during the secondment)

Any pay increases during the secondment will be determined by the Host with the Department's consent. **[DN: a requirement for consent is included so that the Department can prevent any inappropriate increases being granted.]** Any such pay increase will only apply during the period of the secondment. Departmental pay awards will not apply.

On the Secondee's return to the Department his/her salary will be set as follows: **[insert details of how the salary on return will be calculated. E.g. it could be the pre-secondment salary adjusted in line with pay changes which have taken place in the department during the secondment, and based on the box markings (or host equivalents) in appraisals which were done during the secondment. Departmental pay policies may set out what happens about pay on return from a secondment, in which case this clause can refer to the relevant policy.]**

Reimbursement

The Host will reimburse the Department for the full cost of the Secondee's remuneration during the secondment, including any performance-related pay, all benefits, employer's National Insurance contributions and pension contributions. The Host will also pay VAT where applicable on the invoiced amount.

OR (if less than full reimbursement is to be made)

The Host will reimburse the Department for the cost of the Secondee's salary [and **[Insert any extras]**]. The host will also pay the VAT where applicable on the invoiced amount.

Reimbursement will be made within **[insert suitable period, e.g. 30 days]** of the Department providing the Host with an invoice giving details of the cost and showing any applicable VAT. Invoices will be presented monthly/quarterly **[delete as appropriate]** in advance/arrears/on the following dates **[delete as appropriate, insert relevant dates]**.

PROTECT

[DN: if the pay or reimbursement arrangements are complex it may be appropriate to deal with them in an Annex to the agreement.]

Performance Management; performance related pay

During the secondment the Department will continue to conduct performance reviews of the Secondee and will make decisions about any performance-related pay in accordance with its procedures. If the Host is liable to reimburse the Department for any performance-related pay, the Department must consult the Host before making a decision about such pay.

The Host will provide the Department with appropriate input for these purposes, to agreed timescales.

OR (delete as appropriate)

Performance reviews during the secondment period will be conducted by the Host under its procedures, with appropriate input from the Department. Decisions about any performance-related pay will be made by the Host under its policies, but will require the consent of the Department. **[DN: this is included so that the department will be able to prevent any inappropriate bonuses being paid.]**

The Secondee will not be entitled to any performance-related pay awarded by the Department.

The Host will assist the Department as appropriate with any post-secondment appraisal which includes work done during the secondment.

[DN: it is important to make sure that the chosen options for whose appraisal and performance systems are used will mesh together properly. In general the party which makes decisions about performance pay should also make decisions about appraisals.]

Pension and Injury Benefit Schemes

The home department that is responsible for automatically enrolling the worker under legislation.

This secondment will not affect the Secondee's occupational pension arrangements with the Department.

OR

The pension arrangements during the secondment will be as follows: **[Insert details of changes. The Management Code requires that the Secondee be given a written statement of the effect of the secondment on pension.]**

This secondment will not affect the Secondee's eligibility for the Civil Service Injury Benefit Scheme. **[If alternative arrangements are being made, this clause will require amendment. The Management Code requires that the Secondee be given a written statement setting out who is providing the benefit and what it comprises.]**

Expenses and training

PROTECT

Any travel, subsistence or other expenses incurred by the Seconded in the course of the secondment will be reimbursed [by the Department in accordance with the rules applicable in that department] or **[delete as appropriate]** [by the Host in accordance with the rules of the Host].

[Insert any applicable provisions about who provides and pays for training and development during the secondment.]

Health and safety

During the secondment the Host will be responsible for the Seconded's health & safety, and will ensure that the Seconded is only required to work for such periods and at such times as are permitted by the Working Time Regulations 1998.

Leave and associated pay

During the secondment the Seconded will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in his/her terms and conditions of employment with the Department. At the beginning and end of the secondment any accrued annual leave will be transferred with the Seconded.

OR (delete as appropriate)

During the secondment the Seconded will be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in the Host's terms and conditions. At the beginning and end of the secondment any accrued annual leave will be transferred with the seconded.

The Seconded must book leave and report any sickness or other absence to **[insert details]**. **In some cases it may be appropriate for the Seconded to report to his Departmental line manager and to the permanent Employer]**.

In the event the Seconded takes maternity/paternity [DN: delete as appropriate] or adoption leave and:

The original secondment has not ended prior to return, the Host consents to continue with the secondment and the Seconded has the opportunity to return to the Host organisation to complete the remainder of the secondment period.

The original secondment ends during the period of leave, the Host consents to the Seconded continuing on the agreed secondment terms (if any additional terms were granted) until the secondment period would have finished, had the Seconded not taken **[DN insert type]** leave. At that point, even if the period of leave has not expired they will return to the Home department and move back onto the terms in place prior to the secondment.

Standards, including confidentiality and conflicts of interest

During the secondment the Seconded will observe all the Host's rules, policies and procedures relating to conduct and standards, including confidentiality, unless the Department's rules, policies or procedures require a higher standard, in which case the Seconded will observe that higher standard. This will also apply after the secondment has ended, in relation to any continuing obligations. **[DN: this will cover things like confidentiality, non-dealing or conflicts of interest rules which go further**

PROTECT

than the home department's policies and which the Seconded must stick to even after the secondment ends.]

In the event of any breach of this clause ("Standards, including confidentiality") the Host will inform the Department, and may terminate the secondment early as set out in the termination clause in this agreement.

The Seconded's attention is particularly drawn to the following Host policies which are attached to this agreement: **[insert details of policies which are specific to the Host in respect of standards and conduct]**.

The Seconded will continue to be bound by the Civil Service Code at all times during the secondment. The same applies to the Business Appointment Rules; these place restrictions on the work which civil servants are able to carry out after leaving the Civil Service and can be found in the Department's staff handbook and in the Civil Service Management Code. The Seconded will also continue to be bound by the Official Secrets Act.

The Department will not require the Seconded to disclose or use any information which is confidential to the Host, and will keep confidential any confidential information it acquires as a result of the secondment.

The Host will not require the Seconded to disclose or use any information which is confidential to the Department, and will keep confidential any confidential information it acquires as a result of the secondment.

If an actual or potential conflict of interests arises during the secondment, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible the secondment must be terminated in accordance with the termination clause in this agreement.

Discipline and grievances

The Seconded will continue to be subject to the disciplinary and grievance procedures of the Department in respect of matters occurring during the secondment. The Host will co-operate with the Department in such matters, including by providing any necessary information.

Policies and procedures

Except as otherwise provided in this agreement, the Seconded will continue to be subject to the Department's policies and procedures during the secondment.

OR (if it is more appropriate for the Host's policies to apply)

Except as otherwise provided in this agreement, the Seconded will be subject to the Host's policies and procedures. **[DN consider whether to draw the Seconded's attention here to any major differences between the policies/procedures, or attach the relevant policies. Also consider whether any particular policies of Host organisation will not be appropriate, such that the Department's policies should apply instead.]**

PROTECT

Duty of care

The Department retains responsibility for the duty of care.

Or [Delete as appropriate]

The Host [insert name] has the duty of care during the secondment.

[DN: The responsibility for duty of care must be mutually agreed]

Data protection

By signing this agreement the Secondee agrees to appropriate information about him/her being passed between the Host and the Department and processed by them for employment, managerial, administrative and similar purposes and to comply with legal requirements. Such information will be held securely. Further information about data protection can be found in the Host's staff handbook.

[DN: departments should note that the processing of sensitive data may require more specific consent from the employee.]

[DN: the Host may wish to review and add further information here.]

Early termination

Either the Host or the Department may terminate the secondment for any reason by giving **[e.g. one month]** notice in writing to the other two parties.

The Host may also terminate the secondment on grounds of serious misconduct by the Secondee, by written notice to the other two parties with immediate effect.

Either the Host or the Department may terminate the secondment if a conflict of interests arises which cannot be appropriately managed, by written notice to the other two parties with immediate effect.

Information and monitoring of leave

The Host/Department **[delete as appropriate]** will monitor annual leave, sickness absence and other leave. The Host and Department will each provide the other with any information the other needs in order to manage the Secondee, both during the secondment and when it ends. **[It may be appropriate to make provision here for the party that does the monitoring to provide regular reports to the other party about leave and other management matters.]**

The Secondee must notify both the Host and the Department if his/her home address changes during the secondment.

Ethical considerations

This clause will apply during the secondment and for **[insert suitable period e.g. six months, on which legal advice should be taken]** months after its termination.

The Host will not induce (or attempt to induce) the Secondee to leave the Department or take up employment with the Host.

PROTECT

Neither the Department nor the Seconded will induce (or attempt to induce) any of the Host's staff with whom the Seconded has worked to leave the Host or take up employment with the Department.

This clause will not prevent either the Department or the Host from running general recruitment campaigns or from offering employment to an individual who responds to such a campaign.

Liability and indemnities

The Seconded will work under the supervision of the Host. The Department will not have any liability to the Host for the acts or omissions of the Seconded in the course of the secondment. **[DN: this is to guard against claims being made by the Host if the Seconded does poor work.]**

The Host will indemnify the Department fully and keep it indemnified fully at all times against any loss, injury, damage or costs arising out of any act or omission of the Seconded in the course of the secondment. **[DN: this is to ensure that the Host and not the Department pays if a third party (including the Host's own staff) makes a claim based on the actions of the Seconded – e.g. if a host employee claims that the Seconded bullied him. The department will remain vicariously liable for the Seconded's actions during the secondment and that is why it could be sued by third parties.]**

The Host will indemnify the Department fully and keep it indemnified fully at all times against any loss, injury, damage or costs arising out of any act or omission of the Host or its employees, officers or agents relating to the secondment. **[DN: this ensures that the Host should pay if it treats the Seconded badly (e.g. discrimination) or negligently causes him to suffer injury, and the Department has to make a pay-out to the employee or incur other costs as a result.]**

Intellectual property

Any intellectual property which arises in the course of the Seconded's work for the Host shall belong to the Host.

[DN: If the Department may wish to use any of the intellectual property produced by the Seconded, wording should be added here so that the Host grants the Department a suitable licence to use this and any confidentiality restrictions elsewhere in this agreement are lifted.]

Assignment

This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

Governing law and jurisdiction

This agreement is governed by and will be construed in accordance with the law of England.

The parties irrevocably agree that the Courts of England and Wales will have exclusive jurisdiction in relation to any dispute or difference arising out of or in connection with this agreement or its subject-matter or formation (including non-contractual disputes or claims).

Variation

PROTECT

The terms of this agreement may only be varied by agreement in writing between the Host and the Department.

[DN: you may also wish to consider with your legal advisers whether to include additional clauses dealing with service of notices, third party rights and non-waiver of remedies, an “entire agreement” clause and an interpretation clause. Although rarely used you may wish to consider these in relation to your particular business need.]

Signed by:	On behalf of:	Date:
[insert name of signatory]	[insert department name]	
[insert name of signatory]	[insert host organisation name]	
[insert name of signatory]	Employee	

Appendix 2 – Inward secondment agreement

AGREEMENT FOR SECONDMENT OF INDIVIDUAL FROM NON-CIVIL SERVICE ORGANISATION INTO CIVIL SERVICE DEPARTMENT

Warning: this is only a template and must be adapted to suit individual circumstances. Legal advice should be taken where appropriate.

This Agreement is made between:

[Insert name of seconding non-Civil Service organisation] of **[insert address]** (“the Employer”)

the host Department of **[insert Civil Service Department name]** (“the Department”)

[Insert name of individual secondee] (“the Secondee”) of **[insert address]**.

Secondment and duration

Appointment to a post in the Home Civil Service (“the Civil Service”) is governed by the Constitutional Reform and Governance Act 2010 and the Civil Service Commission’s Recruitment Principles issued by the Civil Service Commissioners. The Principles except secondments of up to two years to the Civil Service from the requirement that selection for appointment should be made on the basis of fair and open competition.

The Secondee will be seconded by the Employer to work for the Department in the post of **[insert post title]** **[for the purposes of – insert detail here on relevant project or general indication of purpose]**. The secondment shall be from **[insert start date]** to **[insert end date]** unless terminated earlier in accordance with this Agreement. The parties may agree to extend the secondment provided that the secondment does not in any event exceed two years in duration.

The Secondee’s reporting manager during the secondment will be **[insert name or job title of line manager]**; if a change of reporting manager is necessary the details will be given to the Secondee and the Employer.

During the secondment the Secondee will work under the supervision of the Department and carry out all reasonable instructions from the Department. The Secondee will carry out their duties during the secondment in a professional manner and to a professional standard, exercising the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person of their level.

Framework Ref: RM6179

Project Version: v1.0

1

Model Version: v3.7

The Employer will take out and maintain in full force with a reputable insurance company a reasonable level of insurance cover for loss, injury or damage caused to or by the Secondee in connection with the secondment.

The Secondee will not, without the prior written approval of the Department, do any act, enter into any contract, make any representation, give any warranty, incur any liability or assume any obligation, whether expressly or by implication, on behalf of the Department, or bind or hold himself/herself out as capable of binding the Department in any way.

The Secondee will not carry out any work for the Employer during the secondment, except **[DN: insert any exceptions, e.g. attending Employer training or updates or doing small amounts of handover work near the start of the secondment. Be aware of possible conflicts of interest.]**

The Secondee will remain the employee of the Employer for the duration of the secondment and will not become, or be regarded as, the employee of the Department. If the Secondee ceases to be the employee of the Employer for any reason during the secondment period then the secondment will terminate immediately.

If the Secondee is held to be employed by the Department at any time during the secondment then the Department may dismiss the Secondee and the Employer shall offer the Secondee employment on the terms that applied immediately before that dismissal.

Location and hours of work

During the secondment the Secondee's place of work will be **[insert place of work]**. The Department may require the Secondee to work from other locations as necessary. The Secondee will be informed in advance of any change to the place of work [as long as it remains within reasonable travelling distance].

The Secondee may be required to travel on the Department's business to such locations and by such means and on such occasions as the Department may from time to time require.

The Secondee's hours of work during the secondment will be **[insert Departmental working hours]** plus any additional time as may be reasonably required by the Department from time to time.

Remuneration

Framework Ref: RM6179

Project Version: v1.0

2

Model Version: v3.7

During the secondment the Employer will continue to pay the Secondee his/her normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, and pension contributions).

The Employer will continue to be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Secondee's remuneration.

Any pay rises during the secondment will be determined by the Employer in the normal way.

Pensions - automatic enrolment

The Home employer remains responsible for automatically enrolling the employee under legislation.

Reimbursement

The Department will pay the monthly/quarterly **[delete as appropriate]** sum of **[insert monthly or quarterly payment amount]** which represents the Secondee's basic salary and pension contributions as a contribution towards the cost of employing the Secondee, plus VAT if applicable. The Department will not be liable to pay any additional sums (other than the Secondee's expenses, as set out below).

Payment/reimbursement will be made within **[insert suitable period, e.g. 30 days]** of the Employer providing the Department with an invoice giving details of the payments due and showing any applicable VAT. Invoices will be presented monthly/quarterly **[delete as appropriate]** in advance/arrears/on the following dates **[delete as appropriate/add dates]**. **[DN consider adding other details such as the address to which invoices should be sent, any reference/purchase order number which must be quoted, etc.]**

The Employer must ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. The Department will not be liable to pay any items not included in the final invoice.

[If the Secondee is away from work for any reason for more than **[insert period of time, e.g. six weeks]**, the Department's obligation to make payments under clause 5.1 will not apply during that absence.][If this occurs the Department and the Employer will review the secondment, and possible options will include continuing the secondment, ending it on notice or extending it by agreement.] **[DN: both parts of this clause are optional. Note that if a secondment is reviewed, care should be taken not to act in a way which constitutes unjustifiable discrimination, e.g. it may be discriminatory to end a secondment because the secondee is on maternity leave.]**

Framework Ref: RM6179

Performance Management; performance-related pay

During the secondment the Employer will continue to conduct performance reviews of the Seconded in accordance with its procedures. **[If the Department is liable to reimburse the Employer for any performance-related pay, consider including a mechanism for keeping this under control – see note to alternative clause 5.1 above.]**

The Department will provide the Employer with appropriate input for these purposes as required.

The Department will assist the Employer as appropriate with any post-secondment performance review which includes work done during the secondment.

During the secondment the Employer will continue to make decisions about any performance-related pay in accordance with its procedures.

For the avoidance of doubt, the Seconded will not be paid any performance-related pay awarded by the Department to its own employees.

Expenses and training

Any travel, subsistence or other expenses wholly, exclusively and necessarily incurred by the Seconded in the course of the secondment and in connection with the secondment will be reimbursed by the Department in accordance with its rules and policies provided such expenses are evidenced in such manner as the Department may specify from time to time.

The Department will allow, in consultation with the Employer, reasonable absence from the Seconded to attend such training courses and other meetings at the Employer's offices as are normally appropriate for a staff member of their level and experience provided that reasonable notice of such training courses and/or meetings is given to the Department. Any such training courses and any related travel expenses will be paid for by the Employer and are not recoverable from the Department.

Where the Department requires the Seconded to attend training, the Department will meet the costs of such training including the course fees and reasonable travel and subsistence expenses in accordance with its policies.

Health and safety

During the secondment the Department will be responsible for the Seconded's health & safety insofar as this is within the Department's control. The Department will ensure that the Seconded is

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only required to work for it for such periods and at such times as are permitted by the Working Time Regulations 1998.

Leave and associated pay

During the secondment the Secondee will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in his/her terms and conditions of employment with the Employer. At the beginning and end of the secondment any accrued annual leave will be transferred with the secondee.

The Secondee must book leave with and report any sickness or other absence to **[insert details. In some cases it may be appropriate for the Secondee to report to his Departmental reporting manager and to his Employer].**

In the event the secondee takes maternity/paternity [DN: delete as appropriate] or adoption leave and:

Secondment has not ended prior to return, the Department will consent to continue with the secondment and the individual has the opportunity to return to the department to complete the remainder of the secondment period.

Secondment ends during the period of leave, the Department consents to the individual continuing on the agreed secondment terms (if any additional terms were granted) until the secondment period would have finished, had the employee not taken leave. At that point, even if the period of leave has not expired they will return to the employer and move back onto the terms in place prior to the secondment.

[DN: The department and the employer are not obligated to extend the secondment but if all parties agree to this due to strong business justification for doing so then this approach may be taken, however it is important to note that secondments which are recruited to as an exception to the commissioners principles are limited to two years.]

Standards

During the secondment the Secondee will observe the provisions of the Civil Service Code (attached), the Official Secrets Acts, and all the Department's rules, policies and procedures relating to conduct and standards, including confidentiality and security, unless the Employer's rules, policies or procedures require a higher standard, in which case the Secondee will observe that higher standard in addition. This will also apply after the secondment has ended, in relation to any continuing obligations (including confidentiality and the Business Appointment Rules).

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In the event of any breach of this clause the Department will inform the Employer, and may terminate the secondment early as set out in the termination clause in this agreement.

The Secondee's attention is particularly drawn to the following Departmental policies which are attached to this agreement:

[Insert list, including e.g. confidentiality, Official Secrets, non-dealing rules, security, the Business Appointment Rules, political activities, conflicts of interest, declaration of interests, hospitality, etc.]

The Secondee should note that the Business Appointment Rules (which form part of the Civil Service Management Code) may place restrictions on the work which he/she is able to carry out after the secondment comes to an end.

The Department will not require the Secondee to disclose or use any information which is confidential to the Employer. Any information the department does acquire as a result of the secondment will be kept confidential.

The Employer will not at any time require the Secondee to disclose or use any information which is confidential to the Department, and will at all times keep confidential any confidential information it acquires as a result of the secondment.

If an actual or potential conflict of interests arises during the secondment, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible the secondment must be terminated in accordance with the termination clause in this agreement.

Discipline and grievances

The Secondee will continue to be subject to the disciplinary and grievance procedures of the Employer during the secondment. The Department will co-operate with the Employer in such matters, including by providing any necessary information as required.

The Department and the Employer will notify each other promptly if they become aware of any disciplinary issue or grievance.

Policies and procedures

Except as otherwise provided in this agreement, the Secondee will continue to be subject to the Employer's policies and procedures during the secondment.

Framework Ref: RM6179

Duty of care

The Employer retains responsibility for the duty of care during the secondment.

Or [Delete as appropriate]

The Department has the duty of care during the secondment.

[DN: The responsibility for duty of care must be mutually agreed]

Data protection

By signing this agreement the Secondee agrees to appropriate information and personal data (as defined in the Data Protection Act 1998 as amended from time to time) about him/her being passed between the Employer and the Department and the Department holding, processing and accessing such information and personal data both manually and by electronic means for legal, personnel, employment, managerial, administrative and similar purposes and to comply with legal requirements and central guidance.

For the purposes of this clause references to "personal data" include "sensitive personal data" as defined by the Data Protection Act (as amended from time to time). Sensitive personal data that may be held by the Employer and may be transferred to the Department where necessary will include information about: the Secondee's physical or mental condition, the commission or alleged commission of any offence; any proceedings for an offence committed or alleged to have been committed by the Secondee, including the outcome or sentence in such proceedings; and racial or ethnic origin or religious or similar beliefs (for the purposes of equal opportunities monitoring).

Such information will be held securely. Further details about data protection can be found in the Department's Staff Handbook. **[DN: check and if necessary amend this clause to ensure that it matches the Department's data protection policy. Departments should also note that processing of sensitive personal data may require more specific consent from the employee.]**

In the interests of open government and public access to information, the Department may need to disclose details of officials who are on secondment to it from non-Civil Service organisations, including the Secondee's name, the name and address of the Employer, the nature of the work done and the sums paid to the Employer by the Department. This could be made necessary or desirable by legislation, Parliamentary questions, and requests for information under the Freedom of Information Act, or by central guidance or departmental policy on disclosure. The Employer and the Secondee consent to such disclosure. In deciding what disclosure should be made, the Department will take account of its obligations under the Data Protection Act 1998.

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Early termination

Either the Employer or the Department may terminate the secondment for any reason by giving [insert a suitable period, e.g. one month] notice in writing to the other two parties.

The Department may terminate the secondment with immediate effect without notice (or payment in lieu of notice):

On termination of the Secondee's employment with the Employer;

If the Employer is guilty of any serious or repeated breach of the terms of this agreement; or

If the Employer becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

The Department may also terminate the secondment on grounds of:

serious misconduct by the Secondee or any other conduct which affects or is likely to affect or prejudice the interests of the Department or is otherwise unsuitable for the work of the Department;

Where the Secondee is unable to properly perform his/her duties by reason of ill health, accident or otherwise for a period or periods aggregating at least [x] working days,

by written notice to the Employer with immediate effect.

Either the Employer or the Department may terminate the secondment if a conflict of interests arises which cannot be appropriately managed, by written notice to the other with immediate effect.

[If there is a review of the secondment under sub-clause **[insert number of sub-clause above dealing with long-term absence]** and the Department considers it reasonable to end the secondment early, the Department may terminate the secondment by written notice to the Employer with immediate effect.]

Information and monitoring of leave

The Employer/Department **[delete as appropriate]** will monitor annual leave, sick absence and other leave. The Employer and the Department will each provide the other with any information the other needs in order to manage the Secondee, both during the secondment and after it ends. **[DN: It may**

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be appropriate to make provision here for the party that does the monitoring to provide regular reports to the other party about leave and other management matters.]

The Seconded must notify the Department if his/her home address changes during the secondment.

Ethical considerations

This clause will apply during the secondment and **for [insert suitable period, on which legal advice should be taken]** months after its termination.

The Department will not induce (or attempt to induce) the Seconded to leave the Employer or take up employment with the Department.

Neither the Employer nor the Seconded will induce (or attempt to induce) any of the Department's staff with whom the Seconded has worked to leave the Department or take up employment with the Employer.

This clause will not prevent either the Department or the Employer from running general recruitment campaigns or from offering employment to an individual who responds to such a campaign.

Return of property

At the end of the secondment or at any time on request, the Seconded and the Employer will return all property supplied by the Department and all documents (including copies) which the Seconded has produced, received or obtained in connection with the secondment, and will irretrievably delete any electronic copies thereof. The Employer and Seconded will confirm in writing and produce such evidence as is reasonable to prove compliance with these obligations.

Intellectual property

All Intellectual Property Rights in the output from the Contract shall vest in the Individual who shall grant to the Host department a non-exclusive, unlimited, irrevocable licence to use and exploit the same.

Subject to this Clause and save as expressly granted elsewhere under the Contract, the Host department shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Individual or its licensors and the Individual shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Host department or its licensors.

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The Individual shall on demand fully indemnify and keep fully indemnified and hold the Host department and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Host department and or the Crown may suffer or incur as a result of any claim that the performance by the Individual of the Contract infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "Claim").

If a Claim arises, the Host department shall notify the Individual in writing of the Claim and the Host department shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Individual shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Individual:

shall consult the Host department on all substantive issues which arise during the conduct of such litigation and negotiations;

shall take due and proper account of the interests of the Host department;

shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Host department into disrepute; and

shall not settle or compromise the Claim without the prior written approval of the Host department (not to be unreasonably withheld or delayed).

The Individual shall have no rights to use any of the Host department's names, logos or trademarks without the prior written approval of the Host department.

[DN: if the Seconded is likely to produce any valuable/significant IP, departmental legal advice should be sought on whether this clause should be expanded].

Assignment

This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

Governing law and jurisdiction

This agreement is governed by and will be construed in accordance with the law of England.

The parties irrevocably agree that the Courts of England and Wales will have exclusive jurisdiction in relation to any dispute or difference arising out of or in connection with this agreement or its subject-matter or formation (including non-contractual disputes or claims).

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Variation

The terms of this agreement may only be varied by agreement in writing between the Employer and the Department.

Third Party Rights

A person who is not a party to this agreement may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

Notices

Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being [or by sending it by fax to the fax number notified by the relevant party to the other party]. Any such notice shall be deemed to have been received:

if delivered personally, at the time of delivery; [and]

in the case of pre-paid recorded delivery or registered post, [48] hours from the date of posting; and

in the case of fax, at the time of transmission].

In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post [or that the notice was transmitted by fax to the fax number of the relevant party].

Indemnity

The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

the Seconded in relation to any loss, injury, damage or costs arising out of any act or omission by the Host or its employees or agents [during the Secondment Period]; or

a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Seconded [during the Secondment Period OR in the course of carrying out the Services].

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The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Seconded arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim relating to any act or omission of the host or its employees or agents).]

ENTIRE AGREEMENT

This agreement [together with any documents referred to in it] constitute[s] the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of,] any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

The only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

Nothing in this agreement shall limit or exclude any liability for fraud.

[DN departments: you may also wish to consider with your legal advisers whether to include additional clauses dealing with service of notices, third party rights and non-waiver of remedies, an “entire agreement” clause and an interpretation clause. Although rarely used you may wish to consider these in relation to your particular business need.]

Signed by:	On behalf of:	Date:
[insert name of signatory]	[insert department name]	
[insert name of signatory]	[insert name of employer]	
[insert name of signatory]	Seconded	

This Agreement is made between:

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[Insert name of non-Civil Service (external) organisation] of **[insert address]** (“the Host”)
the Department of **[insert Civil Service Department name]** (“the Department”)
[insert name of Civil Service employee] (“the Secondee”).