



**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lots 2, 3 and 5 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16<sup>th</sup> June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk/agreements/RM6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Attachment 11 – Supplier's Call-Off Tender; and
13. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- 1.1 the Framework, except Framework Schedule 18 (Tender);
- 1.2 the Order Form, except the Supplier's Call Off Tender;
- 1.3 the Call Off Terms;



- 1.4 Framework Schedule 18 (Tender); and
- 1.5 the Supplier's Call Off Tender.



## Section A General Information

Contract Details	
<b>Contract Reference:</b>	con_23621 - MoJ Digital Service Desk
<b>Contract Title:</b>	Ministry of Justice (MOJ) Digital Service Desk.
<b>Contract Description:</b>	Delivery of MoJ Digital Service Desk services, that provides first line support and first contact resolution for IT services for the MoJ's business units and end users.
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract.	£35,144,585
<b>Estimated Year 1 Charges:</b>	£2,954,466
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form.	31 May 2024

### Buyer details

#### Buyer organisation name

The Secretary of State for Justice acting as part of the Crown

#### Billing address

Your organisation's billing address - please ensure you include a postcode.

NEWPORT SSCL - MINISTRY OF JUSTICE

PO Box 743 NEWPORT NP10 8FZ

APinvoices-MOJ-U@gov.sscl.com

#### Buyer representative name

The name of your point of contact for this Order.

**Redacted Under Section 40, Personal Information**

#### Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

**Redacted Under Section 40, Personal Information**

Telephone contact details: **Redacted Under Section 40, Personal Information**

#### Buyer project reference

Please provide the customer project reference number.



Prj\_9060

### Supplier details

#### Supplier name

The supplier organisation name, as it appears in the Framework Agreement.

CGI IT UK LIMITED

#### Supplier address

Supplier's registered address.

20 Fenchurch Street, 14th Floor, London, United Kingdom, EC3M 3BY

#### Supplier representative name

The name of the Supplier point of contact for this Order.

**Redacted Under Section 40, Personal Information**

#### Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Email: **Redacted Under Section 40, Personal Information**

Tel.: **Redacted Under Section 40, Personal Information**

#### Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

ITT\_7455-04202

### Guarantor details

*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Section C of this Order Form, include details of the Guarantor immediately below.*

#### Guarantor company name

The guarantor organisation name.

CGI Inc.

#### Guarantor company number

Guarantor's registered company number.

Registered in Canada with number 1142478016

#### Guarantor registered address

Guarantor's registered address.

1350, René-Lévesque Blvd. West, 25th Floor, Montreal, Quebec, H3G 1T4 Canada



## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

*Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.*

- |  |                          |
|--|--------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION           | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES                  |                          |
| a: End User Services                     | X                        |
| b: Operational Management                | <input type="checkbox"/> |
| c: Technical Management                  | <input type="checkbox"/> |
| d: Application and Data Management       | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT    | <input type="checkbox"/> |

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

##### Initial Term Months

44 months from the Commencement  
Date

##### Extension Period (Optional) Months

16 months

#### Minimum Notice Period for exercise of Termination Without Cause

*Insert right (see Clause 35.1.9 of the Call-Off Terms).*

Ninety (90) calendar  
days



### **Sites for the provision of the Services**

*Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*

The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**



Services shall be delivered to multiple sites within the United Kingdom including courts and prisons.

**Supplier Premises:**

CGI IT UK Ltd, Moor Road, Waterton Industrial Estate, Bridgend, CF31 3TR

**Third Party Premises:**

N/A

**Buyer Assets**

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

The Buyer will provide licences for the Supplier to access ServiceNow.

**Additional Standards**

*Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

Those Standards set out in the Services Specification.

**Buyer Security Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.*

Ministry of Justice Security Policy which can be found at: <https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

**Buyer ICT Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.*

Ministry of Justice Digital Strategy which can be found at: <https://www.gov.uk/government/publications/ministry-of-justice-digital-strategy-2025>

**Insurance**

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

**Third Party Public Liability Insurance (£)** - Not less than **Redacted under Section 43, Commercial Interests** in respect of any one occurrence, the number of occurrences being unlimited, but **Redacted under Section 43, Commercial Interests** any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the policy). The Third Party Public Liability Insurance to contain a data protection legislation clause. The Third Party Public Liability Insurance to be in place from the Commencement Date for the Contract Period and renewable on an annual basis unless agreed otherwise by the Buyer in writing.



**Professional Indemnity Insurance (£)** - Not less than Redacted under Section 43, Commercial Interests in respect of any one claim and in the aggregate per annum. The Professional Indemnity Insurance to be in place from the Commencement Date for the Contract Period and renewable on an annual basis unless agreed otherwise by the Buyer in writing and for a period of six (6) years following the Contract Period.

The Supplier shall upon the Commencement Date and within fifteen (15) Working Days after the renewal of each of the insurances listed above, provide evidence, in a form satisfactory to the Buyer, that the insurances are in force and effect and meet in full the requirements of this Contract. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of any of its liabilities and obligations under this Contract.

#### Buyer Responsibilities

*Guidance Note: list any applicable Buyer Responsibilities below.*

See Schedule S13 (Buyer Responsibilities)

#### Goods

*Guidance Note: list any Goods and their prices.*

Not applicable.

#### Governance – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

#### Change Control Procedure – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £15,000; and





- for the purpose of Paragraph 8.2.2, the figure shall be £15,000.



## Section C

### Part A - Additional and Alternative Buyer Terms

#### Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

#### Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input checked="" type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

#### Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

#### Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below.

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

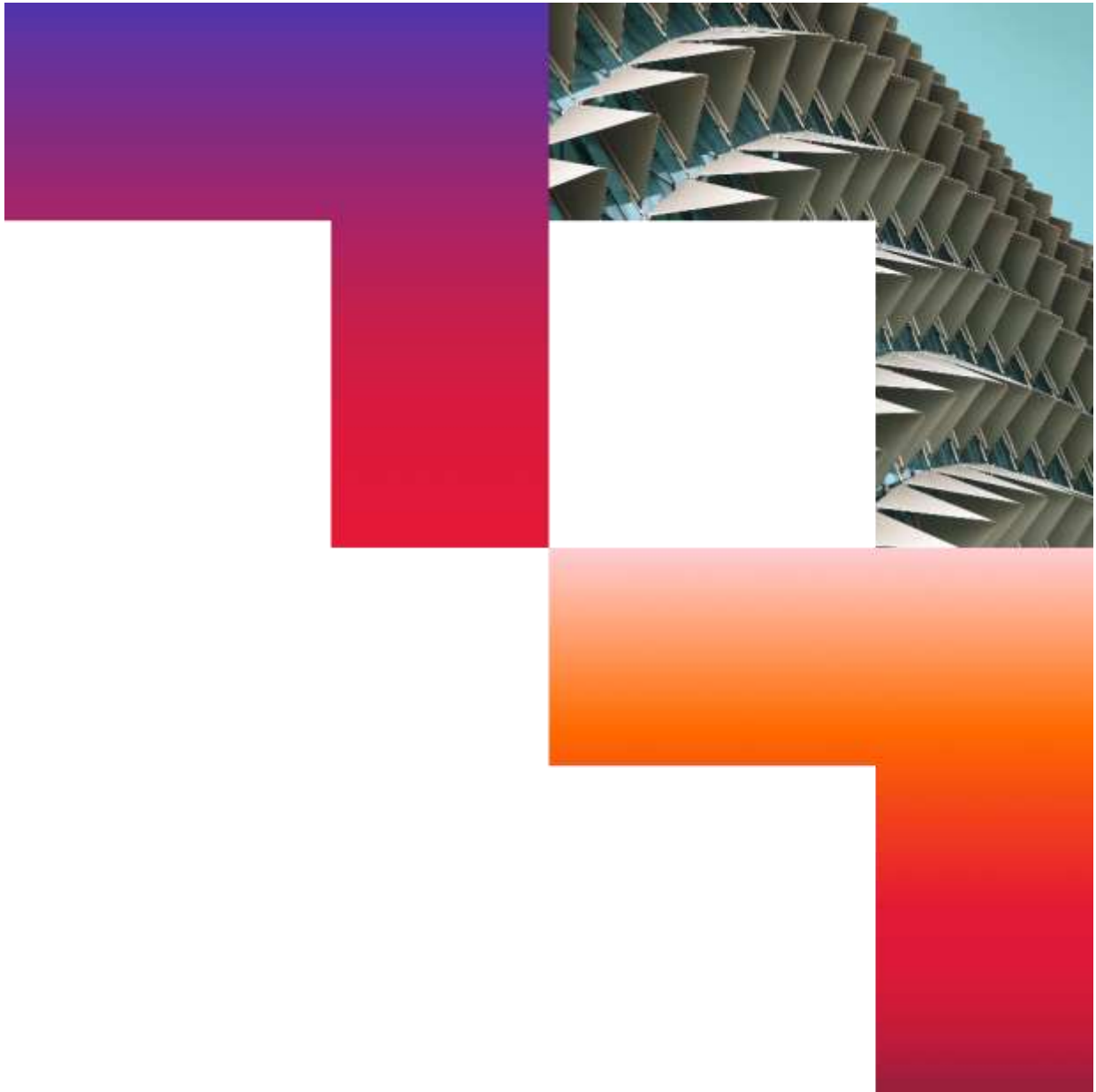
Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



## Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

### **Additional Schedule S3 (Security Requirements)**

*Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.*



# Digital Service Desk - Security Management Plan

Ministry of Justice

24 Aug 2023

Issue 1.0



**Redacted Under Section 43, Commercial Interests**



#### **Additional Schedule S4 (Staff Transfer)**

*Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*

Not Applicable

#### **Additional Clause C1 (Relevant Convictions)**

*Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.*

Not Applicable

#### **Additional Clause C3 (Collaboration Agreement)**

*Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.*

Not Applicable



## Section D Supplier Response

The Supplier's Call-Off Tender is set out at Attachment 11.

### Commercially Sensitive Information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Commercially Sensitive Information	For period ending on date below
The breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to the Supplier and its sub-Suppliers (if relevant) and suppliers (if relevant) provided by the Supplier as part of its response(s).	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
How any payments due to the Supplier on the termination of the whole or any part of services delivered or to be delivered under and pursuant to this Call Off Contract are, or will be, calculated, and on an on-going basis.  However, this excludes the actual amounts of such payments.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
Any financial data and information relating to the Supplier's business as a whole, or relating to the financial standing of the Supplier (including, without limitation, any Supplier financial data and information relating to UK Government provisions or requirements for dealing with a supplier's financial distress) provided by the Supplier.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
The cover and amounts of the Supplier's insurances, but excluding confirmation that the levels of insurance are equal to or in excess of the levels required in the Call Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
Technical details of the Supplier's network (including, without limitation the architecture, infrastructure, topology, network diagrams, detailed network coverage, route maps, the Supplier's Points of Presence and/or street furniture / chambers, etc. of such network) .  Excluding any documents explicitly set out in the Call Off Contract as being deliverables to the Customer Authority or (subject to the aforementioned) high level technical	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.



documents required by the Customer Authority to engage with third parties.	
Supplier Background IPR (processes, methodologies and Trade Secrets).	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
Human resource information and professional and personal contact details relating to Supplier Personnel and its Sub-Contractors (if relevant).	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract





Crown  
Commercial  
Service

## **Section DD**

### **Specific Amendments**

The clauses and schedules as set out in Framework Schedule 4 Annexes 2 and 3 have been updated by the Buyer to align with its requirements under this Contract. The clauses and schedules, as amended, are set out at Annex 1 to this Order Form.

The amendments made to the clauses and schedules as set out in Framework Schedule 4 Annexes 2 and 3 by the Buyer do not substantially depart from the terms of the Framework.



## Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

### SIGNATURES

#### For and on behalf of the Supplier

Name	Redacted Under Section 40, Personal Information
Job role/title	Redacted under Section 40, Personal Information
Signature	Redacted under Section 40, Personal Information
Date	24/5/2024   5:10 PM BST

#### For and on behalf of the Buyer

Name	Redacted Under Section 40, Personal Information
Job role/title	Redacted Under Section 40, Personal Information
Signature	Redacted Under Section 40, Personal Information
Date	31/5/2024   9:22 AM BST

## Attachment 1 – Services Specification

# MoJ Digital Service Desk - Business Requirements

This document provides the Business Requirements for the MoJ Digital Service Desk.

Contents	
1	Service Scope – Vision
2	Service Scope - Strategic Outcomes
3	Service Scope - Design Principles
4	Service Scope - Requirements Overview
5	Service Scope - Service Desk
6	Service Scope - Use of ITSM Toolset
7	Service Scope - Out of scope
8	Service Scope - Milestones and Milestone dates - Transition
9	Onboarding - Implementation

<b>10</b>	<b>Onboarding - Training</b>
<b>11</b>	<b>Operate – Operational Service Requirements</b>
<b>12</b>	<b>Operate – Telephony</b>
<b>13</b>	<b>Operate – Live-Chat</b>
<b>14</b>	<b>Operate – Process Requirements</b>
<b>15</b>	<b>Operate – User Communication</b>

16	Operate – Incident Management
17	Operate - Incident Severity 3 & Incident Severity 4 Incident Management - Lifecycle management
18	Operate – Handling of Major Incident Management
19	Operate – Problem Management & Known Errors
20	Operate - CCE - Complaints, Compliments and Escalations
21	Operate – Request Management
22	Operate – Change Management
23	Operate - Configuration Management
24	Operate - Request for Service (RFS)
25	Operate – Service Level Monitoring & Management
26	Operate – Management Information and reporting
27	Operate – Governance
28	Quality - Project Quality Control
29	Quality – ITSCM – Business Continuity and Disaster Recovery
30	Quality – Continual Service Improvement (CSI)
31	Quality – Knowledge Management
32	Quality - User Experience, Satisfaction and Complaints
33	Quality - Experience Level Agreements (XLAs)
34	Technical – Technical Change Management
35	Information Assurance – Security Requirements and Baseline Personnel
36	Social Value

## **1 Service Scope – Vision**

- 1.01**
- a) The Buyer believes that the key to receiving the best Services and experience for its Users requires the Supplier to consider its engagement with the Buyer as a strategic partnership, rather than as a transactional relationship.
  - b) All Parties shall work with the User Experience at the forefront of our minds to make that experience as positive as possible in every way.
  - c) This approach and philosophy are fundamental to which the Supplier and the Buyer wishes to partner with, and this type of collaboration should also extend to Other Suppliers' engagements and not just those between the Supplier and the Buyer.
  - d) At the heart of the Buyer's end-to-end IT Service is the integrated Service Desk which shall support the Buyer's Business Units, Users and Other Suppliers in delivering the Buyer's core business.
- 1.02** The Buyer plans to evolve the ways in which IT support can be engaged by making access to IT support convenient to the User, so they can access support when they want and through the most appropriate channel at that time and for that need.
- 1.03** The Supplier shall collaborate with the Buyer to provide and implement Enhanced Channel Features, as required, to optimise and enhance Users' interaction and experience with the Service Desk.

## **2 Service Scope - Strategic Outcomes**

- 2.01** The Supplier shall provide a Service Desk function, with a focus on quality User experience, support, and Buyer satisfaction as detailed within the Business Requirements.
- 2.02** The Supplier shall work collaboratively with the Buyer and Other Suppliers in order to meet the changing needs of the Users.
- 2.03** The Supplier shall for the Service Period provide value for money through a high quality, innovative Service Desk function at an affordable price to the Buyer.
- 2.04** The Supplier shall meet the requirements for social value as referenced in Section 36 of the Business Requirements.
- 2.05** The Supplier shall follow the Buyer's Service Management Policy, Processes, and Procedures to support the reduction of the end-to-end Incident Resolution Time.

- 2.06** The Supplier shall work to continuously improve User Experience, Services perception, and satisfaction, across all Contact Channels and the Service Desk function itself.
- 2.07** The Supplier shall continuously improve the Incident management process provision and analysis of trending, and recommendations for improvement.
- 2.08** The Supplier shall collaborate with the Buyer's Service Desk team to develop and implement a joint Business Plan and Relationship Strategy. This is to support the drive of joint value and the Buyer's User related Service improvements.
- 2.09** The Supplier shall collaborate with the Buyer's Service Desk team to implement a joint relationship measurement mechanism to support collaborative improvements and quicker business issue resolution.
- 2.10** The Supplier shall collaborate with the Buyer's Other Suppliers of second line support or third line support, to agree any first line requirements of the Service Desk. The Supplier shall be flexible and adaptable in implementing changes or improvements whilst building strong working relationships.
- 2.11** The Supplier shall have the ability to adapt to new or replaced digital IT contracts, collaboratively working with the Buyer in identifying any suitable and agreeable modifications to the Service Desk function
- 2.12** The Supplier shall partner with the Buyer to play a significant role in supporting and assisting the Buyer's Service Management function in achieving its goal of ensuring the Services delivered to its Users are sustained, robust and fit for purpose.

### **3 Service Scope - Design Principles**

- 3.01** The Supplier shall create a standard, consistent and integrated Service that can easily accommodate the inclusion of multiple Other Suppliers and the Buyer's in-house support teams.
- 3.02** The Supplier shall use the Buyer's ITSM Toolset in the management and execution of its activities, which shall be accessed through the Supplier's own technology.
- 3.03** The Supplier's Service Desk processes shall be automated where appropriate to promote process efficiency and data quality.

- 3.04** The Supplier shall ensure the Service Desk agent captures the Minimum Data Set prelisted once, minimising the need for manual data capture and input by Other Suppliers, thereby reducing the Incident Tickets continuously being reassigned to capture more data.
- 3.05** The Supplier shall ensure its supporting processes and technology shall be scalable and adaptable to allow for:
- (i) the inclusion of Other Suppliers and/or resolver groups to benefit from the Services in the future.
  - (ii) the inclusion of Innovation; and
  - (iii) potential decrease/increase in contact volumes.
- 3.06** The Supplier shall work with the Buyer and the Incumbent Supplier to transition to the new Service Desk solution.
- 3.07** The Supplier shall operate as one team with the Buyer's Service Desk team which, in conjunction with the Buyer's Justice Digital teams, shall enable the effective management and integration of technology, processes, Other Suppliers and Users, which is vital to the successful delivery of the Buyer's IT Service.
- 3.08** The Supplier shall comply with the Buyer's standards and Architecture Processes and Procedures.
- 4** **Service Scope - Requirements Overview**
- 4.01** The Supplier shall (but is not limited to):
- (i) Provide a Service Desk function that is a seamless, reliable Service Desk function that is the contact point for all Users.
  - (ii) Provide Incident Management and Problem Management, resolution, and tracking, as applicable, with respect to Buyer applications, functions, equipment, and infrastructure.
  - (iii) Be responsible for the Lifecycle of all Incident Severity 3 and Incident Severity 4 Incidents.
  - (iv) Adopt the Buyer's defined ISO20000 processes and procedures and the use of Buyer's ITSM Toolset.
  - (v) Suggest improvements to existing processes where appropriate.
- 4.02**
- a) Throughout the Service Period the Supplier's overarching objective shall be to support Users in completing their daily activities by handling any Contact to the Service Desk correctly by logging a Ticket with precision and accuracy.
  - b) The Supplier's Service Desk solution shall provide advice and guidance to Users, attempting to resolve IT issues and apply First Contact Resolution where possible.



- c) If the Service Desk agents are unable to resolve the issue, the Ticket shall be passed to the relevant resolver group.
- 4.03**
- a) The Buyer's ITSM Toolset and User Services will evolve over time to enable Zero-Touch operation, with the User undertaking an increasing level of Self-Service.
  - b) The Supplier shall, as part of the Buyer's CSI process and governance forums (as described in Schedule 7 (Governance)), identify gaps which it thinks can be fulfilled through ITSM Toolset enhancements, additional tooling, and remote access capabilities throughout the Service Period.
- 4.04** The Supplier shall manage all interactions received from Users regardless of the contact channel used, which may include, but not be limited to notification of an IT issue, escalation, requests for assistance or logging a complaint, and can be reported by Users who communicate with the Service Desk using instant messaging, telephone, or by the Self-Service Portal channels available.
- 4.05** The Supplier's approach to the delivery of the Service Desk shall consider User experience as their focus.
- 4.06**
- a) From the Commencement Date, the Supplier shall develop an Exit Plan which is to be maintained to reflect any changes to the Services throughout the Service Period to ensure a seamless handover to the Buyer or a newly appointed Supplier.
  - b) The Supplier shall, at a minimum, review the Exit Plan on a yearly basis and shall provide the Buyer details of the outcome, and a copy of, the updated Exit Plan.
- 4.07**
- a) The Supplier shall ensure that the Service Desk is delivered in a way which takes into account-
    - (i) Speed of Answer.
    - (ii) Answer Handling Time; and
    - (iii) First Contact Resolution in the context of contributing to the overall User experience.
  - b) The Supplier shall ensure that the drive to achieve these for each Contact Channel do not compete resulting in a detrimental impact to the overall Services delivered and the User experience.

- 4.08** The Buyer, where appropriate, shall support the Supplier in the transfer of activities to a Replacement Supplier or the Buyer, if insourced, in accordance with the Exit Plan.
- 4.09**
- a) The Supplier shall identify, via the Buyer's ITSM Toolset, whether a User is standard or special category such as Assisted Technology (AT) Gold, Silver, or Judge Users.
  - b) If the User has the special category a heightened service is to be provided, i.e., any Ticket that cannot be fixed within a reasonable amount of time for a Judge User should be sent to the Judge Support team rather than the usual channels.
- 4.10** The Supplier shall provide a period of Early Life Support:
- (i) on transfer of the Service to a Replacement Supplier; and
  - (ii) for any new or significantly changed Services that are being transitioned during the Service Period.
- 4.11** The Supplier shall provide the following network connections as part of the Service Desk function:
- (i) Internet connection for accessing the Buyer's ITSM Toolset; and
  - (ii) Connection to the Buyer's Wide Area Network (WAN) for:
    - remote management of the Buyer's systems in scope of the Supplier's responsibilities; and
    - the provision of remote support to Users which shall be determined during the Implementation Period.
- 4.12** The Supplier shall provide a solution that can be utilised by people with disabilities in accordance with the legal requirements of the Equalities Act 2010 and Government accessibility requirements.  
See <https://www.gov.uk/Service-manual/helping-people-to-use-your-Service/making-your-Service-accessible-an-introduction>.
- 4.13** The Supplier shall establish and maintain good working relationships with the Buyer's relevant resolution teams and all Other Suppliers that it is required to interact with.
- 4.14** The Supplier shall cooperate with the Buyer and all relevant Other Suppliers to test new and existing operational interfaces and processes for the exchange of information.

**4.15** The Supplier shall work with the Buyer's Service Desk Team to identify and promote new technologies, innovative and improvement solutions for User contact, User experience, Service Desk management and the overall delivery of Service through multi-channel contacts and enhanced intelligent telephony solutions.

The current Buyer processes to do this are the Buyer CSI and/or Request for Service (RFS) process and procedure, however these processes may change throughout the Service Period.

## **5 Service Scope - Service Desk**

**5.01** The Supplier shall adhere to ISO20000 standards and ITIL best practices.

**5.02** The Supplier shall:

- (i) Be the first point of contact for Users requiring assistance in relation to the Buyer's IT Service.
- (ii) Provide 'How Do I' support for the Buyer's IT Service.
- (iii) Triage a reported IT issue, with the intention of providing a resolution.
- (iv) Provide First Contact Resolution for predefined and documented Buyer IT issues.

**5.03** The Service Desk shall be aligned to the Government Digital Service, Service Manual <https://www.gov.uk/Service-manual>. The Service Standard provides the principles of building a good Service.

- 5.04**
- a) The Buyer shall be responsible for the Incident Management of Severity 1 and 2 Incidents.
  - b) The Supplier shall manage the Lifecycle Management process of all Severity 3 and 4 Incidents.

**5.05** The Supplier shall be a key partner within the Buyer's delivery of all aspects of the Buyer's IT Service and shall:

- (i) Link Incident Tickets to Problem and Change Tickets when required and identified in the Buyer's ITSM Toolset.
- (ii) Inform and support the Buyer's Major Incident Management team of updates during Major Incidents.
- (iii) Update Knowledge Articles relevant to the Suppliers' Service.
- (iv) Partner with the Buyer in its drive to identify automation, scripting, First Contact Resolutions, and other opportunities to improve the Service.

**5.06** For all contacts, the Supplier shall record all communication and actions taken, with the Users and Other Suppliers in the Buyer's ITSM Toolset.

- 5.07** The Supplier shall provide detail on how they would:
- (i) support an omni-channel Service Desk function; and
  - (ii) provide the Telephony channel.
- 5.08** The Supplier shall provide the Buyer with the capability for an onsite presence with a desk alongside the Service Desk agents.
- 6 Service Scope - Use of ITSM Toolset**
- 6.01** The Supplier shall use and interface with the Buyer's ITSM Toolset to manage workflows as agreed with the Buyer.
- 6.02** The Buyer shall provide the Supplier's authorised and SC Cleared Service Desk agents with the required access to the Buyer's ITSM Toolset.
- 6.03** The Supplier shall inform the Buyer of any Service Desk agents who leave the Contract so the Service Desk agent's accounts can be closed.
- 6.04** The Supplier shall support Multi Factor Authentication (MFA) for authorised access to the Buyer's ITSM Toolset by Service Desk agents.
- 6.05** The Supplier shall be required to use the Buyer's ITSM Toolset for the Core Processes, which include, but are not limited to:
- (i) Service Desk.
  - (ii) Incident Management.
  - (iii) Problem Management.
  - (iv) Change Management.
  - (v) Performance Management.
  - (vi) Knowledge Management.
  - (vii) Management Information.
  - (viii) Operational automated workflow processes; and
  - (ix) Asset Management.
- 6.06** The Supplier shall:
- (i) provide in 'real-time' to the Buyer details of any issues relating to the Supplier's Telephony Service; and
  - (ii) interface with the Buyer's ITSM Toolset, to automate the provision of this information

**6.07** The Supplier shall provide the Buyer detail on:

- (i) any additional tooling above and beyond the Buyer's ITSM Toolset that it intends to use as part of the Service Desk Solution; and
- (ii) how it shall ensure full integration with the Buyer's ITSM Toolset.

Throughout the life of the Contract all additional tools and tool integration must be implemented via the Change Control Procedure and comply with the Buyer's standards and Security policy and shall be at the Supplier's cost for any additional development work initiated by the Supplier.

- 6.08**
- a) The Supplier shall participate in testing Service Desk role functionality in the Buyer's ITSM Toolset during version upgrades or significant changes, as required by the Buyer.
  - b) A minimum of one month to test in a non-production instance shall be provided, with a four week notice period. Unless there is an emergency, which shall be managed by the Major Incident process and procedures.

## **7 Service Scope - Out of scope**

**7.01** The following items are deemed as 'out of scope' for the purposes of this Contract:

- (i) ITSM Toolset which shall be managed and procured separately by the Buyer; and
- (ii) ITIL elements which sit outside the remit of the Service Desk provision.

## **8 Service Scope - Milestones and Milestone dates – Transition**

**8.01** The Supplier shall provide detail on its Implementation Plan for mobilisation and transition to the new Service Desk, which lists key activities and milestones, to include, but not be limited to, documentation, training, knowledge transfer, testing technology, change freezes, operational and service readiness reviews, and Acceptance into Service.

**8.02** The Supplier shall perform its obligations to achieve each Milestone set out in the Implementation Plan by the proposed Milestone Date. Material changes to the Milestones, set out in the Implementation Plan, shall only be made in accordance with the Change Control Procedure and only in agreement with the Buyer.

**8.03** The Service acceptance criteria shall be provided by the Buyer at the appropriate stage of the Service Desk project. This can be expanded or reduced depending on the Services transitioning and in agreement of both the Buyer and the Supplier.

**8.04** All Parties shall agree that the Implementation Project Plan Objectives, as defined within the Project Initiation Document, have been met.

- 8.05**
- a) The Supplier shall develop and agree with the Buyer a Service Acceptance Criteria within the first milestone of the Implementation Plan.
  - b) During the Transition Period, the Supplier shall work with the Buyer to develop, review, and test the Services, and shall ensure that the Services comply with all Business Requirements, including but not limited to content and functionality, set out in these Business Requirements and elsewhere in the Contract.
  - c) The Supplier shall comply with the Transition Plan in relation to the Service Acceptance Criteria of the Services to ensure that the Services are live and able to receive contacts as per the Service specification by the Services Commencement Date.

## **9 Onboarding – Implementation**

**9.01** The Supplier shall provide an Implementation Plan detailing what activities shall be completed and by when including but not limited to:

- (i) Transfer of existing knowledge, processes, and documentation from the Incumbent Supplier to ensure a smooth transfer of responsibility for the provision of Services to the Supplier.
- (ii) Ensuring that appropriate HR plans and processes are in place to manage staff in accordance with the applicable legislation and Industry best practice.
- (iii) Establishment and communication of staffing structures required for the delivery of the Service.
- (iv) The Supplier's detailed design and implementation of appropriate network infrastructure systems and connectivity, to enable the provision of the Service Desk Services with effect from the operational Services Commencement Date.
- (v) Initiation of the implementation of the defined and agreed Performance measures and monitoring in accordance with the Implementation Plan.
- (vi) Assurance that the Supplier shall provide all Services with effect from the Services Commencement Date. This needs to ensure no dip in Service Levels, unless agreed, or User perception establishing and implementing revised processes for the delivery of the Services in accordance with this Contract.

- (vii) Assurance that the Supplier shall comply with the relevant Service Levels with effect from the Services Commencement Date.
- (viii) Agree the position with the Buyer regarding in-flight projects.
- (ix) Development and implementation of a Communication Plan to embrace all stakeholders for the duration of the implementation.
- (x) Identification of responsibilities on the Buyer.
- (xi) Undertake all activities required to ensure on-boarding the adoption and compliance with the Buyer's Service Management processes and procedures relating to the Service Desk and associated activities.
- (xii) The Supplier shall be responsible for setting up an Implementation Board, to meet weekly with the agreed Buyer and Supplier attendees, for the purpose of reviewing the status of the Implementation Plan. Providing a report on the status of the required activities to complete the Implementation Plan. The Supplier shall agree the agenda and terms of reference for the Implementation Board with the Buyer's Transition Manager.

**9.02** The Supplier shall ensure that its responsibilities during Implementation are adhered to as listed below:

- (i) Working collaboratively with the Buyer and Other Suppliers during the Implementation Period.
- (ii) Taking the primary role in day-to-day management of Implementation activities.
- (iii) Providing appropriate Management Information linked to Milestones to allow the Buyer to track Service responsibilities and to validate billing (between the existing Services and the new Services).
- (iv) Considering hiring personnel with a criminal conviction and/or offer fair opportunities in line with proposed Social Value initiatives.
- (v) Provision of a Project Manager to manage the Implementation of the Service.

**9.03** The Supplier shall support the Implementation considering the items listed below:

- (i) Minimising risk of Service disruption.
- (ii) Pace of Implementation and the certainty of hitting contractual deadlines.
- (iii) Minimising impact on existing contractual Services and all legacy contracts with Other Suppliers.
- (iv) Compliance with Cabinet Office and the Buyer's procurement and IT strategy guidelines.
- (v) Feasibility (ease of implementation and certainty of outcome).

- 9.04** Regarding the configuration and implementation of the ITSM Toolset, the Supplier shall:
- (i) Adopt and use the Buyer's ITSM Toolset.
  - (ii) Enable and support testing activities including, but not limited to, User or multiple streams operational acceptance, penetration and accessibility testing to enable successful Implementation to the Service Desk infrastructure.
  - (iii) Support any requests by the Buyer to complete any Government security accreditation activities.
- 9.05** Upon the Commencement Date, the Supplier shall agree a joint implementation approach with the Incumbent Supplier and the Buyer that shall detail a responsibility matrix of each of the parties during Implementation, and the associated Milestones. These shall be detailed in Schedule S1 and Schedule S2 of the Contract.
- 9.06**
- a) Upon the Commencement Date, the Supplier shall propose a Detailed Implementation Plan to the Buyer for agreement, setting out the detail of the Implementation activities required for Service Commencement.
  - b) More detailed Implementation planning shall take place during the Mobilisation phase following the Commencement Date.
- 9.07** The Supplier shall deliver the Implementation Plan with agreed KPIs for each Milestone. Any amendments shall need agreement between the Supplier and the Buyer, recognising the agreed KPIs for each Milestone.
- 9.08** If the Supplier identifies a knowledge gap during knowledge transfer, the item shall be raised with the Buyer's Transition Manager who shall arrange for the necessary Knowledge Article(s) to be created or updated to ensure Service Acceptance Criteria are met.
- 9.09** The Supplier shall be accountable for the delivery and success of the Implementation Plan.
- 9.10** The Supplier shall develop and maintain the Implementation Plan, in accordance with this section 9 of the Business Requirements, Schedules S1 and S2 and including the coordination with any In-Flight Projects.
- 9.11** The Supplier shall provide the resources necessary to perform its responsibilities in delivering the Implementation Plan.
- 9.12** The Supplier shall ensure that there is no adverse impact on the Buyer's IT Service currently delivered by or to the Buyer during Implementation of the Supplier's Service.
- 9.13** The Supplier shall supply the resource and partake in any necessary configuration testing if required for the Buyer's ITSM Toolset, pertinent to the Service Desk function.



**9.14** The Supplier shall be expected to meet the contracted Availability KPI to ensure Service Continuity from the Services Commencement Date unless otherwise agreed by both Parties.

**10 Onboarding - Training**

**10.01** The Buyer shall provide the Supplier an overview of the Buyer and its Business, which is to be shared with all new members of the Service Desk, so they can understand the business they are providing the Service to and the impact an IT issue would cause.

**10.02** The Supplier shall train all new Service Desk agents in the use of the Buyer's ITSM Toolset aligned with 'MoJ Service Desk Contact Handling Process and Procedures v1.0.docx' or its successor.

**10.03** The Supplier shall provide details of its proposed training material which shall be mandatory for all the Service Desk agents to complete prior to actively working on the Service Desk. The details shall include but not be limited to:

- (i) details of the frequency upon which refresher training shall be provided.
- (ii) the timescale within which new training shall be provided in relation to newly added elements etc.
- (iii) detail regarding the frequency of when the training material is reviewed and updated; and

The training material shall be validated with the Buyer's Service Desk team.

**11 Operate – Operational Service Requirements**

**11.01** The Supplier shall provide a Service Desk function, in line with ISO20000 Industry Practice and ITIL, that shall act as a primary point of contact for all Users and Other Suppliers.

**11.02** The Service Desk function shall be available during the defined Hours of Service to receive User contacts and progress tickets as appropriate via the agreed channels.

**11.03** Within one month of the Services Commencement Date, the Supplier shall provide for approval by the Buyer, its schedule of events for planned maintenance for the coming Contract Year and annually thereafter.

**11.04** The Supplier shall provide a Service Desk structure that is flexible to respond to volume and requirement changes in a timely manner.

**11.05** The Supplier shall identify Supplier Background IPRs for review and agreement with the Buyer.

**11.06** The Supplier shall support automation capabilities to provide faster resolution to repeatable Contacts to the Service Desk

- 11.07** The Supplier shall provide insights and capabilities from interactions with Users, that shall support improvements, including but not limited to conversation analysis and intelligent forecasting.
- 11.08** The Supplier shall provide the Service Desk management process, including the Supplier's team's expertise, tools, training, and escalation procedures as well as how it would ensure a high level of customer satisfaction and continuous improvement. The Supplier shall provide example of how failures are rectified and within what timeframe.
- 12** **Operate – Telephony**
- 12.01** The Supplier shall provide a single non-geographic UK freephone number for both landline and mobile, the number shall be transferred from the Incumbent Supplier, unless otherwise agreed by both Parties.
- 12.02** The Supplier shall act upon in-coming text-relay calls received from Users in a timely manner.
- 12.03** The Supplier's Telephony Service shall be available in line with the Hours of Service, for the receipt of incoming calls from Users.
- 12.04**
- a) The Supplier shall agree with the Buyer's Service Desk team the message on the Interactive Voice Response (IVR) and the options made available to Users when calling the Service Desk.
  - b) In the event of an unexpected issue affecting multiple Users, the Supplier shall agree the wording for any required recorded announcement.
  - c) The Supplier shall also be required to add the recorded announcement, using the same wording to the Buyer's Technology Portal.
- 12.05** The Supplier's Telephony Service shall facilitate the ability to record voice messages on Services interruption, updates, and other key Services information.
- 12.06** The Supplier shall provide detail on how a flexible call-back function can be configured to enable call routing, so that:
- (i) the Service Desk agent can schedule a call back at an agreed time with the User, or
  - (ii) the User can schedule a call back to the Service Desk that suits the User's availability.
- 12.07** The Supplier shall provide an option for Users to speak to a Service Desk agent in Welsh via the telephone channel. The User shall be presented with this option on the Interactive Voice Response (IVR).
- 12.08** The Supplier's Telephony Service shall integrate with the Buyer's ITSM Toolset to enable integrated reporting from the Toolset and so that items, such as IVR options and Caller Identification can be recorded.

- 12.09** The Supplier shall record all calls received via the Supplier's Telephony Service and shall keep the recordings for a minimum of three months.
- 12.10** On request, the Supplier shall provide accessible audio copies of recorded calls on an individual per call basis to the Buyer within one Working Day to support quality management activities or to investigate an Escalation or Complaint.
- 12.11** The Supplier shall continue to innovate the Supplier's Telephony Service throughout the life of the Contract to provide the latest functionality in the market, provide Users multiple options in the way they interact with a Service Desk Agent, e.g., Voice Recognition ID and voice guidance, and ensure integration with the Buyer's ITSM Toolset and other Contact Channels.
- 12.12** Each Voice contact shall meet the following quality standards:
- (i) User validation to ensure the correct templates and User details have been captured accurately.
  - (ii) Appropriate questioning and active listening to resolve the call.
  - (iii) Ticket management to ensure correct Ticket routing where applicable.
  - (iv) Customer service skills demonstrating rapport and engagement between the Service Desk Agent and the User.
  - (v) Closure of the Contact after providing a Ticket reference and explaining any next steps if appropriate.
- 13** **Operate – Live-Chat**
- 13.01** The Supplier shall use the Live Chat functionality supplied by the Buyer's ITSM Toolset in delivering the Service Desk.
- 13.02** The Supplier shall be available in line with the Hours of Service, for the receipt and progression of User Contact via Live Chat.
- 13.03** The Supplier shall operate Live Chat in English only.
- 13.04** The Supplier shall ensure that:
- (i) Service Desk agents can support concurrent Live Chats; and
  - (ii) the amount of concurrency shall not impact the User experience or quality of the Services.

**13.05** A Service Desk agent shall be permitted to agree with a User for the User to be placed 'on hold' for no more than three minutes should they need to seek advice from a senior colleague. If the User does not agree or the senior colleague cannot provide the advice, then a Ticket should be logged to the relevant Service resolver group without further delay. In the event of an Escalation, Complaint or Quality Check, the Supplier shall provide a report that shows this rule has been applied.

**13.06** Each Live Chat should meet the following quality standards:

- (i) User validation to ensure the correct templates and User details have been captured accurately.
- (ii) Using appropriate questioning, paying attention to responses, accurate and appropriate spelling, and grammar to resolve the chat.
- (iii) Ticket management to ensure correct Ticket routing where applicable.
- (iv) Customer service skills demonstrating rapport and engagement between the Service Desk Agent and the User.
- (v) Closure of the Contact after providing a Ticket reference and explaining any next steps if appropriate.

## **14 Operate – Process Requirements**

**14.01** The Supplier shall provide support to deliver the Strategic Outcomes by utilising ISO 20000 standards and the Buyer's Service Management Policy, Processes, and Procedures. These shall be provided as part of Mobilisation and Transition.

**14.02** The Supplier shall leverage the Buyer's IT systems to provide remote management and remote support to enable First Contact Resolution.

**14.03** The Supplier shall follow the 'MoJ Service Desk Contact Handling Process and Procedures v1.0.docx' or its successor when communicating with a Contact to the Service Desk from a User.

**14.04** The Supplier shall complete the required Minimal Data Set when logging a Ticket. All User contact information must be recorded in the Incident Ticket. In all examples the Service Desk must attempt to obtain an alternative contact when logging an Incident Ticket.

**14.05** The Supplier shall:

- (i) identify opportunities to increase First Contact Resolution (FCR) levels within the Service Desk; and
- (ii) work with the Buyer's Service Desk team to qualify suitability and agree appropriate implementation approach.

This must be reviewed with the Buyer's Service Desk team at a minimum of every 6 months and discussed in the relevant Governance forum (as described more fully in Schedule 7 (Governance)).

**14.06** The Supplier shall provide the Buyer's Service Desk team any suggested updates or changes for approval regarding the scope of a FCR where appropriate.

**14.07** The Supplier shall maintain and communicate any Supplier led operational processes, including but not limited to its Joiner, Mover, Leaver (JML) process and its application of SC Clearance, so that the Supplier is aligned with the Buyer's up to date processes and so that the Supplier's processes contain the required operational processes.

**14.08** The Supplier shall advise Users, through agreed Contact Channels, of any live IT issues affecting multiple Users, minimising the impact to the Service Desk.

## **15 Operate – User Communication**

**15.01** The Supplier shall train and assess Service Desk agents' written and verbal communication skills, including but not limited to in respect of the following:

- (i) Clear, concise, and relevant communication.
- (ii) Provide clear and understandable explanations that Users can understand.
- (iii) Communicate as a representative of the Buyer, using relevant Buyer terms.
- (iv) Proactive listening.
- (v) Grammatically and syntactically correct.
- (vi) Advising Users of the reason why they are being put on hold and how long for; and
- (vii) Walking the User through the steps the Service Desk agent is taking and why.
- (viii) Customer service skills demonstrating rapport and engagement between the Service Desk Agent and the User.

**15.02** The Supplier shall provide real-time communications to the Buyer and its Users, via all available Channels during all hours of operation, including, but not limited to, notification of Services disruption.

## **16 Operate – Incident Management**

- 16.01** The Supplier shall ensure that the Service Desk shall follow the 'MoJ Service Desk Contact Handling Process and Procedures v1.0.docx' and its successor to determine the relevant action when receiving a Contact from a User.
- This includes but is not limited to providing First Contact Resolution, and following unsuccessful Triage, assigning an Incident Ticket to the relevant resolver group.
- 16.02** The Supplier shall record, categorise, prioritise, diagnose, match, assign, monitor and resolve Incidents - achieving First Contact Resolution where possible.
- 16.03** The Supplier shall complete the Minimum Data Set as detailed in the ITSM Toolset incident template or Playbook for the Services and follow any identified steps / Triage in the available Knowledge Articles.
- 16.04** The Supplier shall reopen an Incident Ticket that is set to a 'Resolved Status' if requested by the named User in the Ticket.
- 16.05** The Supplier shall be proactive in the trending of Incidents, including but not limited to identification of underlying Problems, training opportunities, automation and self-help opportunities, knowledge gaps, and Services improvements with the User experience as the focus.
- 16.06** The Supplier shall troubleshoot Users' IT issues in accordance with the Knowledge Articles and Incident Templates available in the Buyer's ITSM Toolset. If this does not resolve the User's issue, the Ticket shall be progressed with the appropriate resolver group.
- 16.07** The Supplier shall provide Incident status checks when requested by a User and escalate the Ticket proactively if the Ticket has not met the agreed conditions to support resolution (Level 1 Escalation).
- 16.08** The Supplier shall meet the User contact requirements detailed below but not limited to:
- (i) In the event the Service Desk requires further information to assist in the resolution of an Incident, the Supplier shall attempt to contact a User a minimum of three separate times, using more than one Contact Channel.
  - (ii) All attempts should be logged by the Supplier in the Incident Ticket due to the nature of their work practices; the Supplier must provide the ability for a User to schedule a call back with a Service Desk agent.

- 16.09** The Supplier shall respond to and manage any Incident Tickets that are self-logged by Users and are automatically assigned to the Service Desk for investigation and resolution.
- 16.10** The Supplier shall respond to and manage any Incident Tickets self-logged by Users that are automatically assigned to a second line support team but are subsequently reassigned to the Service Desk.
- 16.11** The Supplier shall ensure any ITSM Toolset ticket identified as a Security Incident shall be transferred to the Buyer's Security team with immediate effect.
- 16.12** Every Contact should meet the following quality standards as defined in the MoJ Knowledge Base:
- (i) Correct use of templates
  - (ii) Correct routing to resolver groups
  - (iii) Adequate Minimum Data Set
  - (iv) Adequate agreed first-time fix trouble shooting.
- 17** **Operate - Severity 3 & Severity 4 Incident Management - Lifecycle management**
- 17.01** The Supplier shall be responsible for the lifecycle management of all Severity 3 and 4 Incidents raised on the Buyer's ITSM Toolset in accordance with Buyer's Incident Management process.
- 17.02** The Supplier shall manage the lifecycle of all Incident Management for Severity 3 and 4 Incidents, which shall include (but not be limited to) providing a monthly Incident Trends report with recommendations for improvements where applicable.
- 17.03** The Supplier shall carry out Incident co-ordination activities including but not limited to the pursuit of Users and resolver groups regarding the progress of Incident Resolution.
- 17.04** The Supplier shall use the Buyer's ITSM Toolset to proactively ensure all Other Suppliers are managing their Incident Tickets correctly, following the Buyer's incident process, and are considering the experience of the User at all times.
- 17.05** The Supplier shall provide a monthly Trend Analysis report of all Severity 3 and 4 Incidents including, but not limited to, identification of underlying problems, training opportunities, automation and self-help opportunities, knowledge gaps, and Services improvements with the User experience as the focus at all times.

## **18 Operate – Handling of Major Incident Management**

- 18.01** The Supplier shall be accountable for raising an Incident Ticket in the Buyer's ITSM Toolset for any outages that impact the Service Desk function, which shall include but not be limited to:
- (i) contacting the Buyer's Major Incident Management team and Buyer's Service Desk team within 15 minutes of the identification of the outage; and
  - (ii) providing regular updates until resolution.
- 18.02** In the event that the Supplier identifies an Issue(s) that shall need to be uplifted to an Incident Severity 1 or 2, the Supplier shall contact the Buyer's Major Incident Management team by telephone to confirm acceptance of the uplift. The Buyer's Major Incident Management process shall then be initiated by the Buyer's Major Incident Management team.
- 18.03** The Supplier shall be expected to identify a Master Ticket (the earliest opened Incident Ticket for the issue) and ensure all related Child Tickets are linked to the Master Ticket to ensure all Users are accurately informed on progress throughout the life of the Incident.
- 18.04** The Supplier shall be required to support or participate in the Buyer's Major Incident Management process, the process shall follow the following stages:
- (i) initial alerting and communication.
  - (ii) investigation and diagnosis.
  - (iii) ongoing communication.
  - (iv) resolution identification and implementation; and
  - (v) Incident closure.
- 18.05** The Supplier shall participate in Major Incident Reviews as required by the Buyer, when applicable, as per the Major Incident Review forums.
- 18.06** The Supplier shall, on request by the Buyer, support a Post Incident Review and provide any relevant information related to a Major Incident, delivered, or utilised by the Supplier, within three Working Days from the date of the Incident being resolved.
- 18.07** The Supplier shall liaise with the Buyer's Major Incident Management team and the Buyer's Service Desk team to alert on Major Incidents and shall, where appropriate, alert Users via Authorised Channels such as Service Desk telephony announcements and updates to the MoJ Technology Portal.



- 18.08** The Supplier shall support and provide input to the Buyer's Post Incident Review following the resolution of a Major Incident.
- 19** **Operate – Problem Management and Known Errors**
- 19.01** Upon notification, the Supplier shall support Buyer led Problem investigations so that the Buyer is able to reduce the number and impact of Incidents over time and, through Trend Analysis, identify patterns and trends of activities that may indicate an underlying Problem.
- 19.02**
- a) If a Problem or Known Error relates to the Services, the Supplier shall raise a Problem or Known Error in the Buyer's ITSM Toolset and engage with the Buyer's Problem Management team and the Buyer's Service Desk team to co-ordinate resolution.
  - b) If the Problem or Known Error does not relate to the Services and is only identified by the Service Desk, the Supplier shall alert the Buyer's Service Desk team.
- 19.03** The Supplier shall consider and link an Incident Ticket to any related Problem Tickets in the Buyer's ITSM Toolset.
- 19.04** The Supplier shall follow the Buyer's Problem Management policy, process, and procedures. These shall form part of any knowledge transfer from the Buyer.
- 19.05**
- a) The Supplier shall deliver a mature and informative set of Trend Analysis reports on a weekly basis to analyse Incidents and events logged within the Buyer's ITSM Toolset.
  - b) When repeat Incidents or unusually high volumes of types of Incidents or alerts are detected, the Supplier's Problem Management function shall liaise with the Buyer's Service Desk team to raise a Problem Ticket for Investigation.
- 19.06** The Supplier shall:
- (i) liaise with the Buyer to ensure any tasks specifically assigned to the Supplier are progressed appropriately,
  - (ii) report on progress of these tasks, and
  - (iii) attend any specific Buyer's Problem Management meetings (such as a regular Problem Review Board) as required.

## **20 Operate - CCE - Complaints, Compliments and Escalations**

- 20.01** The Supplier shall identify and track when an Incident Ticket has reached 75% or more of its relevant SLT or KPI, set by the relevant Supplier's Contract, and raise a Level 1 Escalation direct to the resolver group responsible for the relevant ticket within the Buyer's ITSM Toolset.
- 20.02** If the resolver group have failed to respond to a Level 1 Escalation or continues to delay resolution, the Supplier shall raise a Level 2 Escalation to the Buyer's Compliments, Complaints and Escalation (CCE) team.
- 20.03** The Supplier shall be responsible for logging a complaint ticket to the Buyer's Compliments, Complaints and Escalation (CCE) team for investigation, if requested by a User.
- 20.04** The Supplier shall be responsible for advising Users on how to raise a compliment in the Buyer's ITSM Toolset for the Buyer's Compliments, Complaints and Escalation (CCE) team.

## **21 Operate – Request Management**

- 21.01** The Supplier shall provide updates on active catalogue Service requests when contacted by a User for an update, at the time of the Contact.
- 21.02** The Supplier shall escalate open Service Catalogue requests when the agreed escalation conditions have been met or when contacted by a User to escalate.

## **22 Operate – Change Management**

- 22.01** The Supplier shall ensure that there shall be no degradation in the achievement of the agreed Service Performance targets in the event of a Supplier driven change to any aspect of the Services.
- 22.02** The Supplier shall comply with Schedule 5 (Change Control Procedure) when introducing new or amending the Services.

## **23 Operate - Configuration Management**

- 23.01** The Supplier shall capture the Users' Configuration Item (CI) during the logging of an Incident, considering that if the Supplier identifies an error within the Configuration Management Database (CMDB), the Supplier shall be responsible for logging a Ticket and assigning it to the Buyer's Service Asset and Configuration Management team (SACM).

## **24 Operate - Request for Service (RFS)**

- 24.01** The Supplier shall adhere to the processes set out in Schedule S10 (Request for Services and Projects) in response to a Request for Service (RFS). An RFS supports the implementation of a new IT Service or a change to the Services. The Supplier shall respond to an RFS, within the agreed timelines listed:
- (i) Small RFS – maximum ten (10) Working Days.
  - (ii) Medium RFS – maximum ten (10) Working Days.
  - (iii) Large RFS – maximum twenty (20) Working Days.
- 24.02**
- a) The Supplier shall deliver the Standard Changes and Small RFS at no charge to the Buyer, that includes but is not limited to:
    - (i) Straight forward on boarding (e.g., the Supplier is required to validate Knowledge Articles and MDS and produce a template).
    - (ii) Little or no Project Management required.
    - (iii) Single vendor RFS.
    - (iv) No formal Service Desk agent training (may require Service Desk agent notification).
    - (v) Involves technologies that are known to Buyer and the Supplier.
  - b) An agreed turnaround of ten Working Days for these changes to be onboarded by the Supplier.
- Note: a change shall still require to be recorded within the Buyer's ITSM Toolset for auditing purposes.
- 24.03**
- a) the Supplier shall deliver a Medium RFS, that includes but not limited to:
    - (i) Project Management required (less than five (5) Working Days).
    - (ii) RFS being sent to multiple vendors.
    - (iii) Requirement for formal Service Desk agent training (less than one hour per Service Desk agent)
    - (iv) No recruitment required.
    - (v) Involves technologies that are known to the Buyer and the Supplier.
  - b) An agreed turnaround of fifteen Working Days for these changes to be onboarded by the Supplier once all information has been received from the Buyer.
- 24.04**
- a) The Supplier shall deliver a Large RFS, that includes but not limited to:
    - (i) Project Management required (more than five (5) Working Days).
    - (ii) RFS being sent to multiple vendors.
    - (iii) Requirement for formal Service Desk agent training (greater than one hour per Service Desk agent)

- (iv) Service Desk agent recruitment required.
- (v) Involves technologies that are new to the Buyer or the Supplier.

b) An agreed turnaround of twenty (20) Working Days for these changes to be onboarded by the Supplier once all information has been received from the Buyer.

## **25 Operate – Service Level Monitoring & Management**

**25.01** The Supplier shall review Service Levels on an on-going basis and shall collaborate with the Buyer to recommend, manage, and maintain these with the Buyer ensuring they remain relevant and fit for purpose.

**25.02** The Supplier shall achieve all required contractual Service Levels in each Service Period and provide accurate and timely reporting as described in Section 26 of these Business Requirements and shall provide supporting documentation to the Buyer to evidence this.

**25.03** The Supplier shall proactively identify any parts of the Service Desk function that are falling below agreed performance levels advising the Buyer of actions being taken and the time frame they shall be carried out in to ensure it does not impact Service Performance and the Users' experience.

**25.04** The Supplier shall provide detail on how it collaborates with Buyer to resolve any performance issues. Ongoing failures shall be managed as detailed in Schedule 3 (Service Levels, Service Credits and Performance Management) of the Contract.

## **26 Operate – Management Information and reporting**

**26.01** The Supplier shall produce the agreed Performance reporting as outlined in this section having been provided with sufficient access to the Buyer's ITSM Toolset.

**26.02** a) The Supplier's overall performance of the Services shall be monitored and evaluated at multiple levels on a daily, weekly, and monthly basis, in accordance with the Governance Plan and Schedule 3 of the Contract.

b) The Supplier shall provide the following (but shall not be limited to providing):

- (i) Daily KPI Performance Tracker, which includes details the of Service Desk backlog of Incident tickets.

- (ii) Daily and weekly balanced scorecards - to monitor and evaluate the performance, recognising excellence and success, identifying training needs and impact of changes in demand of the Service Desk.
- (iii) Evaluation of Service Quality, focus areas and identification of operational Services improvements through real-time Service Level management dashboards.
- (iv) Analysis by the Supplier and the Buyer to evaluate the effectiveness of the KPIs in delivering the business outcomes and achieving excellent User Experience & satisfaction levels.
- (v) Forward planning and demand forecasting to anticipate peaks or falls in demand and prepare for the impact of a Change or major event.
- (vi) reporting on the overall quality of the Service Desk function.
- (vii) Monthly reporting on trends of reoccurring incidents, including details of knowledge gaps, unknown errors or CSIs that have been identified and/or reported and the progress of implementation.
- (viii) Provide the monthly payment schedule for the Service Desk function, including any payment for completed RFSs and indexation, with a minimum 3-month forecast.

## **26.03**

The Supplier shall provide on an ongoing basis the monthly Performance report to the Buyer which summarises the Supplier's performance against each of the Service Levels, in draft by the end of the third Working Day of the next month, and the final comprehensive report by midday on the fourth Working Day of the next month. The report shall include but not be limited to:

- (i) previous month's performance metrics, successes, failures, and Service Credits to be applied.
- (ii) volumetric data and Performance for all Contact Channels.
- (iii) Lifecycle management of all Severity 3 and 4 Incidents, including but not limited to: reporting blockers, Tickets incorrectly on-hold, Aged Tickets, and response level to chase.
- (iv) Buyer Satisfaction results, focusing on User Experience of the Service Desk, what needs improving and what should be repeated.
- (v) Service quality report for all Contact Channels, based on Section 15 of these Business Requirements.
- (vi) Detail of quality checks against the 'MoJ Service Desk Contact Handling Process and Procedures v1.0.docx' or its successor, focusing on User Experience of the Service Desk and proactive actions to improve results.
- (vii) Continual Service Improvements status (New, proposed, implementing, closed); and

(viii) Details of Incident escalation raised, and actions taken to prevent re-occurrence.

**26.04** The Supplier shall provide the Buyer access to data held outside of the Buyer's ITSM Toolset that relates to the Service Desk Function and is used to generate contractual, operational, and quality reporting. The Supplier shall enable validation and additional interrogation by the Buyer if required.

**26.05**

- (i) All Change Requests to reporting that measure SLTs, KPIs and Performance of the Service Desk shall be agreed by both Parties.
- (ii) The Supplier shall work jointly with the Buyer to assess the requirement to determine complexity, effort, timescale, and cost required on a case-by-case basis.
- (iii) Any changes to reporting conditions shall be captured within the Systems Measurements Requirement Document (SMRD) for auditing.

**26.06** The Supplier shall provide daily reports on contact handling for all Contact Channels and as defined in Schedule 3 and provide daily reports to the Buyer on the performance of the contact Channels.

**26.07** The Supplier shall retain historical records, related to the Service Desk functional provision, held by the Supplier in line with the Buyer's data retention policies for training and quality purposes.

## **27 Operate – Governance**

**27.01** The Supplier shall adhere to the Governance Plan, which details all governance meetings and Terms of Reference. Any changes to the Governance Plan shall be discussed, agreed, and recorded in the monthly Service Desk Governance Board, chaired by the Buyer's Head of Service Desk.

**27.02** The Supplier shall provide an organisation structure to the Buyer, providing updates and/or changes to this structure through the monthly governance meetings, as per Governance Plan.

**27.03** The Supplier shall provide initial monthly statistics, outlined by the Buyer, by 17:00 on the first Working Day of the next month.

**27.04** The Supplier shall provide details of the types of Incidents it would consider should be excluded for the monthly performance measures with evidenced reasons, providing details of how the Supplier shall identify them through an automated process for the Buyer to review and agree.

- 27.05** The Supplier shall provide an accurate and robust Exit Plan, as detailed in Schedule 10, within three months of the Commencement Date. It shall be reviewed on an annual basis as part of Governance Plan.
- 27.06** The Supplier shall participate in the monthly Service Desk Performance Review Forum, as described more fully in the Governance Plan, to review the previous month's Services and performance to ensure the Services are being delivered in line with the Contract.
- 27.07** The Supplier shall collaborate with the Buyer's Service Desk team to record, track, and resolve any risks and issues relating to the Service Desk function. This shall be reviewed in the Performance Review Board on a monthly basis.
- 28** **Quality - Project Quality Control**
- 28.01** The Supplier shall provide a minimum core set of project documentation which must comply with MSP/Prince 2/ITIL/Agile principles as detailed below:  
These are:
- (i) Project Initiation Document.
  - (ii) Project Plan.
  - (iii) Benefits Plan.
  - (iv) Implementation Plan.
  - (v) Transition Plan.
  - (vi) Deliverable Descriptions.
  - (vii) Stakeholder Map.
  - (viii) Risk Log.
  - (ix) Issue Log.
  - (x) Change Log.
  - (xi) Milestone report.
  - (xii) Quality Plan.
  - (xiii) Communication Plan.
  - (xiv) Highlight report.
  - (xv) Lessons Learned Register.
  - (xvi) Implementation Project Closure report; and
  - (xvii) Outline Exit Plan.

- 28.02** The Supplier shall:
- (i) report directly to the Buyer as soon as any significant issues and risks are identified for analysis and assessment; and
  - (ii) where applicable, complete the action required.
- 28.03** The Supplier shall report to the Buyer detail of but not limited to:
- (i) any changes that may impact on the forecasted timescales, quality, and costs for the project to the Buyer as soon as realised; and
  - (ii) any deviation from the approved plan with suggested resolution options.
- 28.04** The Supplier shall attend exception meetings upon the request of the Buyer if forecasted timescales and costs are expected to exceed those set.
- 28.05** Any changes to agreed products and Services must be subject to Change Management in accordance with the Change Control Procedure and agreement with the Buyer.
- 28.06** The Supplier shall work with and alongside all stakeholders, using appropriate methods of communication to ensure that all stakeholders are engaged at the required level and appropriate time, provide information, take ownership, and deliver to the project objectives and outputs.
- 28.07** The Supplier shall create review, update, and maintain a Lessons Learned Register throughout the Implementation Project, which shall form part of the formal Project Closure report.
- 29** **Quality – ITSCM – Business Continuity and Disaster Recovery**
- 29.01** The Supplier shall provide a comprehensive BCDR Plan and IT Service Continuity Plan for its business, in line with the Buyer's ITSCM Policy and Procedures which can be found in the 'MoJ IT Service Continuity Management process v1.0' or its successor.
- This shall present contingency for potentially high risks or impacts to the Buyer's operations or business, and should include back-out procedures, notifications and escalation lists, work-around plans, impacted resources, risk assessments against envisaged risk scenarios and the strategy for recovering from each of them, including restoration priorities if appropriate and recovery team(s) and their roles.



- 29.02** The Supplier shall review, update, and maintain a BCDR Plan and IT Service Continuity Plan (including test plans) as a minimum every six months for the Services being provided and provide details of the outcome at the Service Desk Governance Board.
- 29.03**
- (i) The Supplier shall ensure that the BCDR Plan and IT Service Continuity Plan are tested on at least an annual basis, employing a test strategy agreed in advance with the Buyer, resolving any issues discovered during testing and fully addressing all lessons learned.
  - (ii) A full test should precede live implementation of the Service as part of UAT.
- 29.04** As part of the BCDR Plan and IT Service Continuity Plan the Supplier shall identify and mitigate the risks that could affect the Service Availability and performance of the Service Desk.
- 29.05** In the event the Supplier intends to invoke the Supplier's BCDR Plan and IT Service Continuity Plan, the invocation shall be conducted in collaboration with the Buyer's Major Incident Management team, following their Major Incident Management process.
- 29.06** The Supplier shall provide a documented alternative process for a timely, agreed, suitable alternative method of User contacts in the event of an unplanned outage of:
- (i) the Service Desk infrastructure or,
  - (ii) the Buyer's ITSM Toolset.
- 29.07** The Supplier shall transfer data captured through the alternative mechanism described in the ITSCM processes and procedures to the Buyer's ITSM Toolset in a timely fashion upon restoration of the Buyer's ITSM Toolset.
- 29.08** The Supplier shall, at the request of the Buyer, participate in Disaster Recovery Testing and planning exercises that the Buyer shall undertake as further set out in the 'MoJ IT Service Continuity Management process v1.0' or its successor.
- 29.09** If a planned Disaster recovery testing exercise impacts the Supplier's ability to achieve the Service Levels provided by the Supplier, the Supplier shall not be liable for failing to achieve the Service Levels satisfactorily, provided a major rehearsal has previously been agreed with the Buyer.
- 29.10** The Supplier shall assist and participate with actions set by the Buyer as required in the execution of the BCDR Plan if invoked.

- 29.11** The Supplier shall demonstrate how its IT Service Continuity Management capability and plans include resilience measures within the IT Service and how it has measures implemented to maintain availability and minimise the need to recover, including the elimination of SPORs in addition to recovery measures.
- 29.12** The Supplier shall always comply with the Buyer's ITSCM policies, processes, and procedures.
- 29.13** The Supplier shall provide a Single Point of Contact (SPoC) for the ITSCM and DR plans and provide an escalation process with full contact details.
- 29.14** The Supplier shall ensure that the BCM, ITSCM and DR capability meets the Buyer's stated Recovery Time Objective (RTO) of 5 hours.
- 29.15** The Supplier shall provide BC and ITSC awareness and training for all Supplier Personnel within three (3) months of the Commencement Date.
- 29.16** The Supplier shall collaborate with the Buyer's ITSCM team to ensure all plans, policies, processes, and procedures for both Parties are up to date. Any changes or improvements are to be discussed and agreed at the time of identification or as detailed in the Governance Plan.
- 29.17** The Supplier shall specify the standards to which its BCM, ITSCM and DR Plans conform. The Supplier is expected as a minimum to conform to ISO27031 (ITSCM) and ISO 22301/22313.
- 29.18** The Supplier shall ensure that the IT Service Continuity Management capability and plans are appropriate to the business criticality of the activities that they support and/or facilitate.
- 29.19** If the Supplier shall provide a hybrid working model, the Supplier shall specify how it shall mitigate the risk of a major outage, i.e., broadband affecting any remote working Service Desk agents, to ensure continuity of the Services to the Buyer. The BCDR Plan shall define actions the Supplier shall take to manage short-, medium-, or long-term outages.
- 30** **Quality – Continual Service Improvement (CSI)**
- 30.01** The Supplier shall collaborate with the Buyer and Other Suppliers to address issues identified with the delivery of the Service Desk Function that impact the contractual, quality and usability requirements. The Supplier shall identify root cause and implementing improvements to resolve the issue and improve the levels of the Services provided.

- 30.02** The Supplier shall collaborate with the Buyer's Service Desk team each month to identify improvements or changes to the function, that show potential for improved User Experience and value for money, documenting them in a case study to be promoted to the business and others.
- 30.03** The Supplier shall undertake targeted trend analysis and assessment studies to identify and formulate Continual Service Improvement activity to deliver business benefits to the Buyer, in line with business priorities.
- 30.04** The Supplier shall work with the Buyer to jointly identify improvements and benefits that CSI initiatives shall deliver, ensuring they are appropriately assessed and the benefits that are to be implemented by the Supplier to achieve the projected benefits, which could include (but not be limited to) improved User Experience and cost savings.
- 30.05** The Supplier shall proactively and reactively identify CSI opportunities, providing evidence, benefit and value that can be measured by both Parties.
- 30.06** The Supplier shall ensure that Continual Service Improvement is embedded in the Supplier's internal policies and shall deliver improvements to the Services accordingly.
- 30.07** The Supplier shall use the Buyer's ITSM Toolset throughout the life cycle of a CSI initiative to capture progress and realisation of benefits.
- 31** **Quality – Knowledge Management**
- 31.01** The Supplier shall identify and assess knowledge sharing opportunities for Users in relation to the use of the Buyer's IT Service and raise these opportunities with the Buyer where appropriate.
- 31.02** The Supplier shall review and maintain Knowledge Articles in the Buyer's ITSM Toolset on a continuous basis to ensure that each Knowledge Article is created, reviewed, updated, or retired as detailed in the Buyer's Knowledge Management process and procedures.
- 31.03** The Supplier shall work with the Buyer and the Other Suppliers to identify potential issues or out of date information in a published Knowledge Article.
- 32** **Quality - User Experience, Satisfaction and Complaints**
- 32.01** The Supplier shall provide innovative options for the collation and reporting of surveys with a focus on driving increased User response and engagement around their experience and interaction with the Service Desk.

- 32.03** The Supplier shall:
- (i) collate and review responses received from the User and Stakeholders providing the Buyer with a clear and concise report, identifying areas of concern, for improvement or activities that should be repeated; and
  - (ii) as part of the Governance Plan, jointly agree with the Buyer what action shall be completed and when at the Buyer's Satisfaction Forum.
- 32.04** The Supplier shall advise how it intends to contact a User who has provided negative feedback to obtain a better understanding of the score and comments which should lead to an improvement or knowledge sharing with the User.
- 32.05** If the Supplier needs to contact a User for more information on their feedback, the Supplier shall advise what method(s) they shall use to contact a User, considering the nature of the shift patterns of how Buyer Personnel work.
- 32.06** The Supplier shall provide a monthly report that provides all evidence obtained from but not limited to:
- (i) User Satisfaction Survey, and
  - (ii) User feedback from follow up contact,
- providing insight and improvement recommendations for consideration by both Parties.
- 32.07** The scope of User Experience and satisfaction shall cover any Services provided by the Supplier. It is expected the scope shall change throughout the Service Period, as improvements are implemented, and the scope is refined. The scope is to be discussed and agreed collaboratively with the Buyer.
- 32.08** The Supplier shall implement an appropriate and consistent process to manage the capability for regularly measuring and reporting User feedback, including what actions and outcomes would be taken to address feedback. The Supplier shall ensure that the quality standards set out within Performance Management are being met.
- 32.09** The Supplier shall identify and propose the criteria of obtaining User Experience & satisfaction levels from Users. Note: any survey shall be sent from the Buyer's ITSM Toolset unless otherwise agreed by both Parties.
- 32.10** The criteria for the selection of which Users are to be sent a questionnaire shall be agreed by both Parties.
- 32.11** The Supplier shall proactively leverage assistance from the Buyer and Other Suppliers to analyse survey responses and develop appropriate and robust remediation plans as part of business-as-usual management of Other Suppliers and the CSI processes.

- 32.12** The Supplier shall address specific User complaints about the Supplier directly and seek to reduce the level of individual User dissatisfaction, taking active steps to address, resolve and escalate them as appropriate. Any interaction with the Users shall be recorded in the Buyer's ITSM Toolset unless agreed by both Parties.
- 32.13** The Supplier shall work with the Buyer to identify trends and patterns of complaints, escalations, or compliments, to determine root cause and suggest improvement or repeatable opportunities.
- 32.14** The Supplier shall take detailed action on User feedback, learning what actions the Users like and should be repeated and what actions cause dissatisfaction that should be replaced or improved.
- 32.15** The Supplier shall give the Buyer access to all User Feedback Data if alternative and agreed tooling is used by the Supplier.
- 32.16** The Supplier shall provide requested User Feedback reports to the Buyer's Service Desk team, in an agreed format and within 48 hours. If not as part of the monthly governance report.
- 33** **Quality - Experience Level Agreements (XLAs)**
- 33.01** The Supplier shall collaborate with the Buyer to design, build and implement a set of XLAs that, shall not be part of the contractual Performance Levels but shall provide agreed metrics that focus directly on User experience and needs.
- 33.02** XLAs shall be flexible and the measured target levels can be adjusted, with agreement from both Parties, as part of governance.
- 33.03** The XLAs shall provide outcome metrics that detail the User experience when engaging with the Service Desk. Focusing on what is most important to Users and what improvements to the function should be considered and what should be repeated.
- 33.04** The Supplier shall discuss with the Buyer the outcome of the agreed XLAs and agree any improvements or changes in the relevant Governance Forums or Boards (as described more fully in Schedule 7 (Governance)).
- 33.05** The Supplier shall provide a detailed and agreed report on the XLAs' results, analysis of the outcomes and any subsequent actions for improvement or repeatable items, which shall be used to inform the User Satisfaction SLT 003.

## **34 Technical – Technical Change Management**

### **34.01**

- a) The Supplier shall follow the Buyer's Change Management process, procedures, and policies with minimal disruption to the Service.
- b) The activities to support a Supplier driven change or the assessment of change that may impact the Services include but are not limited to:
  - (i) The Supplier shall utilise the Buyer's ITSM Toolset for the provision of the Technical Change Management process.
  - (ii) Validating if the change either degrades their existing security or places a requirement for additional security mechanisms to be deployed.
  - (iii) Validating technical changes logged and aiding on quality and content.
  - (iv) Assessing the impact, cost, benefits, and risk of technical changes.
  - (v) Assisting the Buyer in identifying costs and obtaining authorisation of each technical change.
  - (vi) Supporting the Buyer in the management and co-ordination of technical change implementation as required.
  - (vii) Supporting the Buyer monitoring and reporting on the implementation of technical changes as required.
  - (viii) Supporting the Buyer's Change Advisory Board (CAB) meetings as required.
  - (ix) Closing and reviewing technical changes, authorisation to implement from CAB; and post implementation review as required.

## **35**

### **Information Assurance – Security Requirements and Baseline Personnel**

### **35.01**

The Supplier shall provide the Buyer with Information Assurance (IA) controls for transmission of Buyer Data across integration points established with Other Suppliers.

### **35.02**

The Supplier shall provide detail on:

- (i) how internal policies shall embed the Buyer's security-conscious culture; and
- (ii) the on-going approach to security awareness and training, risk assessment and mitigations and the Buyer's requirements for protective monitoring.

### **35.03**

All persons employed by the Supplier who have access to the Buyer's ITSM Toolset / assets shall be SC Cleared and resident either in the UK, the European Economic Area (which includes Poland), and countries which have been assured as adequate.

Adequate countries are Andorra, Argentina, Canada (partial), Faroe Islands, Guernsey, Israel, Isle of Man, Japan (partial), Jersey, New Zealand, Republic of South Korea, Switzerland, and Uruguay.

**35.04** The Supplier shall support audits conducted between the Security Assurance Audits Supplier and the Buyer. This includes but shall not be limited to:

- (i) Providing access to all relevant resources such as staff with enough knowledge of the subject matter of the audit, Supplier Premises, and relevant information.
- (ii) liaising directly with the Security Assurance Audits Supplier to try to agree factual accuracy of non-compliances and observations. Agreement shall not be unreasonably withheld by the Supplier.
- (iii) providing a clear explanation to the Security Assurance Audits Supplier for any non-agreements; and
- (iv) providing remedial actions with owners and completion dates to the Buyer for each non-compliance that is agreed not more than 10 Working Days following the agreement of factual accuracy.

**35.05** All Supplier Personnel shall receive appropriate information and security training when joining the Supplier organisation, including but not limited to:

- (i) ensuring training is refreshed on an annual basis, maintaining staff knowledge levels.
- (ii) where appropriate including security awareness material supplied by the Buyer or authorised Other Suppliers; and
- (iii) supporting the Buyer or authorised Other Suppliers in the production of security awareness material specific to the Services.

**35.06** On receipt of security alerts or notices from the Buyer, the Supplier shall respond to the Buyer within agreed timescales detailing:

- (i) actions already taken to mitigate the risk of such alert.
- (ii) actions that shall be taken to mitigate the risk of such alert and timescales; and
- (iii) reasons why such alert poses no risk to the Buyer.

**35.07** The Supplier shall identify all situations which pose possible or actual threats or vulnerabilities to the confidentiality, integrity and availability of systems, process, data, and people affecting the Services, to include but not limited to:

- (i) creating and maintaining a register of identified threats and vulnerabilities:  
Detailed information about all threats and vulnerabilities shall be reported to the Buyer on a schedule decided by the Buyer. The information in such register shall include but not be limited to:
  - a. details of the nature of each threat/vulnerability.
  - b. details of the source of each threat/vulnerability; and
  - c. an assessment of the severity of each threat/vulnerability to the Buyer.
- (ii) supporting the Buyer's analysis of reported security threats/vulnerabilities by providing additional, complete, and accurate information, as and when requested, including but not limited to:
  - a. information to inform the Buyer's analysis of the threats/vulnerabilities; and
  - b. information to help the Buyer assess the viability and cost of potential remedial actions.
- (iii) ensuring threats/vulnerabilities are managed effectively by monitoring and investigating them, raising a security incident when appropriate and documenting the issue.
- (iv) following the identification of any threats/vulnerabilities, take such steps, in conjunction with the Buyer, to implement resolutions and/or mitigations agreed by the Buyer within agreed timescales; and
- (v) providing updates on agreed implementation of resolutions/mitigations to the Buyer on a schedule decided by the Buyer. This includes but is not limited to:
  - a. The status of the implementation.
  - b. Confirmation that the resolution/mitigation has been implemented.
  - c. Details of issues preventing or delaying the resolution/mitigation from being implemented; and
  - d. Revised dates for implementation where appropriate.

## 35.08

The Supplier shall support the Buyer's Protective Monitoring Service, to include but not be limited to:

- (i) providing a formal documented route, or routes, for the Security Operations Centre to raise standard and major security incidents, and track to closure.
- (ii) providing a formal documented route, or routes, for the Security Operations Centre to raise non-security incidents, and track to closure - e.g., non-delivery of system logs, connectivity, or performance issues etc.
- (iii) agreeing security incident classification and prioritisation levels, along with associated Service levels, with the Security Operations Centre.
- (iv) providing an interface for the Security Operations Centre and internal security functions to track the security incidents relevant to the Security Operations Centre.



- (v) supporting actively feeding security incident investigation updates into the Security Operations Centre, to allow them to track and close incidents on their internal incident management system; and
- (vi) supporting raising security incidents into the Security Operations Centre, for action or situational awareness.

**35.09** The Supplier shall work in compliance with and advise the Buyer what Information Security Management Framework the Supplier shall adhere to, i.e., ISO 27001.

**35.10** The Supplier shall provide details of which legislation, in terms of both operating and processing data on behalf of the Buyer, they shall be compliant with. The Supplier shall be compliant with such legislation.

**35.11** The Supplier shall report any non-compliance with the Buyer's Security policies, standards, and processes to the Buyer immediately on identification.

**35.12** The Supplier shall utilise the Buyer's Remote Desktop Client to takeover a User's desktop where necessary to investigate or resolve an Incident. The remote takeover of the User's current logon session shall not be performed without the User's prior knowledge and consent and shall require that the User should ensure that no sensitive data is displayed to the Supplier.

**35.13** The Supplier shall:

- (i) ensure the baseline personnel complies with the Buyer's security accreditation, Architecture standards and the relevant Government security standards; and
- (ii) provide the physical Service Desk facility (building, telephony, and resources), local IT infrastructure with an appropriate level of security.

## **36 Social Value**

**36.01** The Supplier shall address a Buyer's strategic outcome to reduce re-offending and the cycle of re-offending by creation of job opportunities for prison leavers and the wider government initiatives around employment and training, the Supplier shall create employment and training opportunities particularly for those who face barriers to employment and/or who are in deprived areas, and for people in industries with known skills shortages or in high growth sectors.

**36.02** The Supplier shall support the HMPPS New Futures Network, which helps businesses fill job vacancies and prison leavers to find employment <https://newfuturesnetwork.gov.uk>.

- 36.03** The Supplier shall support the Buyer's sustainable operations strategy and other greening Government commitments. The Supplier shall deliver additional environmental benefits in the performance of the Contract including working towards net zero greenhouse gas emissions.
- 36.04** The Supplier shall demonstrate how it will ensure action is taken to support health and wellbeing, including physical and mental health of Supplier Personnel.



## **Attachment 2 – Charges and Invoicing**

### **Part A – Pricing - Milestone Payments, Service Charges and Service Credits**

See Annexes A, B, C and D of Schedule 2 (Charges and Invoicing)

### **Part B – Exit Fees**

See Annex F of Schedule 2 (Charges and Invoicing)

### **Part C – Adjustments to the Charges and Risk Register**

### **Part D – Invoicing and Payment Terms**

### **Part E – Early Termination Fee(s)**

See Annex F of Schedule 2 (Charges and Invoicing)

## Part F – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description n n)	Mitigation (description )	Cost of mitigation	Post-mitigation impact (£)	Owner



### **Attachment 3 – Outline Implementation Plan**

See Annex 1 of Schedule S1 (Implementation Plan)



## **Attachment 4 – Service Levels and Service Credits**

### **Service Levels and Service Credits**

See Annex 1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)

### **Service Credit Cap**

See paragraph 2 and Part A of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)

### **Critical Failure**

See Part C (Critical Failure) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)



## Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
Redacted Under Section 40, Personal Information	Redacted under Section 40, Personal Information	Contract Period
Redacted Under Section 40, Personal Information	Redacted under Section 40, Personal Information	Contract Period

### Part B – Key Sub-Contractors

Key Sub-Contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
N/A				

## Attachment 6 – Software

- 1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Transfers and Licences Granted by the Supplier*).
- 1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

### Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
N/A							



## Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
N/A							

## Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Contract, the following shall apply:

### PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
<b>Supplier</b>	Dun & Bradstreet – Credit Rating 1 (financial strength indicator of 5A) -	Dun & Bradstreet – Credit Rating 3 (financial strength indicator of 3A) -
<b>Guarantor</b>	Dun & Bradstreet – Credit Rating 1 (financial strength indicator of 5A) -	Dun & Bradstreet – Credit Rating 3 (financial strength indicator of 3A) -

### PART B – RATING AGENCIES

- Dun & Bradstreet
  - Credit Rating Level 1 = Financial strength indicator of 5A
  - Credit Rating Level 2 = Financial strength indicator of 4A
  - Credit Rating Level 3 = Financial strength indicator of 3A
  - Credit Rating Level 4 = Financial strength indicator of 2A
  - Credit Rating Level 5 = Financial strength indicator of 1A

## **Attachment 8 – Governance**

### **PART A – SHORT FORM GOVERNANCE**

Not applicable.

### **PART B – LONG FORM GOVERNANCE**

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Contract, the following boards shall apply:

See the boards listed in Schedule 7 (Governance).

## Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 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 Schedule shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are:

**Redacted Under Section 40, Personal Information**

Data Protection Officer

Email: **Redacted Under Section 40, Personal Information**

Mobile: **Redacted Under Section 40, Personal Information**

2. The contact details of the Supplier's Data Protection Officer are:

**Redacted Under Section 40, Personal Information**

UK SBU Privacy Partner and UK Data Protection Officer

Email: **Redacted Under Section 40, Personal Information**

Mobile: **Redacted Under Section 40, Personal Information**

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 Attachment 9.

Description	Details
Identity of the Controller and Processor	The Buyer or Service Recipient (where relevant) is Controller, and the Supplier is Processor. The processing carried out by the Processor is described in this Attachment 9.
Subject matter of the processing	Callers to the Service Desk will be MoJ employees either working internal to the MoJ, the Executive Agencies or Arm's Length Bodies.
Duration of the processing	The Contract Period and (to the extent relevant) the Termination Assistance Period.

Nature and purposes of the processing	<p>Upon contact to the Service Desk a minimum data set of information is collected by the Service Desk agent - comprising:</p> <ul style="list-style-type: none"> <li>• User data (Full name)</li> <li>• Location data</li> <li>• Configuration data IP addresses</li> <li>• Email address</li> <li>• Business telephone numbers</li> <li>• Laptop Asset number (if necessary)</li> <li>• Details of the issues or requests raised by the user</li> </ul> <p>This data collected from MoJ users will be processed by the new service desk supplier to raise IT incident tickets and provide First Time Fix resolution where possible. The calls to the Service Desk shall also be recorded. Without this minimum data set, the agents will not be able to verify the identity of the caller, and progress and resolve the ticket on their behalf. The contact information is required to facilitate continued dialogue with the user throughout the lifecycle of the Incident.</p>
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Type of Personal Data being processed	<p>A minimum data set of information is collected by the Service Desk agent - comprising:</p> <ul style="list-style-type: none"> <li>• User Data (Full name)</li> <li>• Location Data</li> <li>• Configuration Data IP addresses</li> <li>• Email address</li> <li>• Business telephone numbers</li> <li>• Laptop Asset number (if necessary)</li> <li>• Details of the issues or requests raised by the user</li> </ul>
Categories of Data Subject	All MoJ employees either working internal to the MoJ, the Executive Agencies or Arm's Length Bodies.
International transfers and legal gateway	Personal data shall be processed in the UK/EEA. The UK Government has declared that the European Economic Area is adequate for data protection purposes. Transfers of personal data outside of the UK/EEA shall be handled in accordance with Clause 34.5.4.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	There is no retention schedule as data is currently retained indefinitely and archived appropriately. A full historic record is required to support potential investigations.

## Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)	As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)	As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Daily KPI Performance Tracker	includes details the of Service Desk backlog of Incident tickets	Excel	Daily
Daily and weekly balanced scorecards	to monitor and evaluate the performance, recognising excellence and success, identifying training needs and impact of changes in demand of the Service Desk.	Any	Daily & Weekly
Service Level management dashboards	Evaluation of Service Quality, focus areas and identification of operational service improvements through Real-time	Service Now	Real Time
Monthly Performance report	<p>Content list but not limited to:</p> <ul style="list-style-type: none"> <li>i. Previous months performance metrics, successes, failures, and Service Credits to be applied</li> <li>ii. Volumetric Performance for all communication channels</li> <li>iii. Lifecycle management of all severity 3 and 4 Incidents. Including but not limited to: Reporting blockers, tickets incorrectly on-hold, Aged Tickets, response level to chase</li> <li>iv. Customer Satisfaction results, focusing on User Experience of the Service Desk, what needs improving and what should be repeated</li> <li>v. Service quality report for all Contact Channels, based on Section 15 of the Business Requirements</li> <li>vi. Detail of quality checks against the 'MoJ Service Desk Contact Handling Process and Procedures v1.0.docx' or successor. Focusing User Experience of the Service Desk and proactive actions to improve results</li> <li>vii. Continual Service Improvements status (New, proposed, implementing, closed)</li> <li>viii. Details of Incident escalation raised, and actions taken to prevent re-occurrence</li> <li>ix. The information specified in paragraph 1.4 of Part B of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)</li> </ul>	Any	Monthly

Payment Schedule	Payment schedule for the Service Desk function, including any payment for completed RFS's and indexation, with a minimum 12-month forecast	Excel	Monthly
Contract Strategic review report	<ul style="list-style-type: none"> <li>i. Business and strategy summary from Buyer and the Supplier.</li> <li>ii. Summary report on the Current Relationship Status.</li> <li>iii. Status of current innovation/service improvement opportunities.</li> <li>iv. Product Roadmap – functionality requirements, enhancements in progress.</li> <li>v. Innovation/Service Improvement proposals or requirements.</li> </ul> <p>Updates on actions from previous Strategic Review Boards.</p>	Any	Annual/Bi-Annual
Contract Quarterly Review board	<ul style="list-style-type: none"> <li>i. Updates on actions from previous Quarterly Review Boards.</li> <li>ii. Quarterly Performance summary</li> <li>iii. Risks, issues &amp; escalations registers</li> <li>iv. Balanced Scorecard</li> <li>v. Financial Summary</li> <li>vi. Payment Schedule, year to date</li> <li>vii. Aged debt / working at risk logs</li> <li>viii. Current Joint Business Plan</li> <li>ix. Output from the 360-degree relationship feedback</li> <li>x. Project summary reports</li> <li>xi. Improvement project updates</li> <li>xii. Summary of Contract Changes/RFS</li> </ul>	Any	Quarterly
Key Sub-Contractors	Supporting information to be provided to complete all transparency reports		
Service Performance Report	<ul style="list-style-type: none"> <li>i. Previous months performance metrics, successes, failures, and Service credits to be applied</li> <li>ii. Volumetric Performance for all communication channels</li> <li>iii. Lifecycle management of all severity 3 and 4 Incidents. Including but not limited to: Reporting blockers, Tickets incorrectly on-hold, Aged Tickets, response level to chase</li> <li>iv. Customer Satisfaction results, focusing on User Experience of the Service Desk, what needs improving and what should be repeated</li> <li>v. Service quality report for all communication channels, based on section 15 of the Business Requirements</li> <li>vi. Detail of quality checks against the 'MoJ Service Desk Contact Handling Process and Procedures v1.0.docx' or successor. Focusing User Experience of the Service</li> </ul>	Word document /Excel	Monthly



	<p>Desk and proactive actions to improve results</p> <p>vii. Continual Service Improvements status (New, proposed, implementing, closed)</p> <p>viii. Details of Incident escalation raised, and actions taken to prevent re-occurrence</p>		
KPI Performance Tracker	Daily KPI Performance Tracker, which includes details the of Service Desk backlog of Incident tickets	Word document	Daily
Balanced scorecards	Daily and weekly balanced scorecards - to monitor and evaluate the performance, recognising excellence and success, identifying training needs and impact of changes in demand of the Service Desk.	Word document	Daily & Weekly
Real-time Service Level management dashboards	Evaluation of Service Quality, focus areas and identification of operational service improvements	Live Dashboards (Service Now	Real time
Monthly reporting on trends of reoccurring incident.	Including details of knowledge gaps, unknown errors or CSIs have been identified, reported and the progress of implementation	Word document and Excel	Monthly

## **Attachment 11 - Supplier's Call-Off Tender**

**Redacted Under Section 43, Commercial Interests**

## Appendix 1 – Contractual Compliance

Document	Title	Statement of Compliance (Tenderer to insert “Yes”)
<b>Framework Schedule 4 - Annex 2 – Lots 2, 3 and 5 Call Off Terms</b>	Agreement relating to the provision of the MoJ Digital Service Desk	Yes
Schedule 1	Definitions	Yes
Schedule 2	Charges and Invoicing	Yes
Schedule 3	Service Levels, Service Credits and Performance Monitoring	Yes
Schedule 4	Dispute Resolution Procedure	Yes
Schedule 5	Change Control Procedure	Yes
Schedule 6	Transparency Reports	Yes
Schedule 7	Governance	Yes
Schedule 8	Financial Distress	Yes
Schedule 9	Software	Yes
Schedule 10	Exit Management	Yes
<b>Framework Schedule 4 - Annex 3 – Alternative and Additional Clauses and Schedules Lots 2, 3 and 5</b>	Agreement relating to the provision of the MoJ Digital Service Desk	Yes
Schedule S1	Implementation Plan	Yes
Schedule S2	Testing Procedures	Yes
Schedule S3	Security Requirements	Yes
Schedule S4	Staff Transfer	Yes
Schedule S5	Benchmarking	Yes
Schedule S6	Business Continuity and Disaster Recovery	Yes
Schedule S7	Continuous Improvement	Yes
Schedule S8	Guarantee	Yes
Schedule S9	MOD Terms – Not Used	N/A
Schedule S10	Projects	Yes
Schedule S11	Service Recipients	Yes

Document	Title	Statement of Compliance (Tenderer to insert "Yes")
Schedule S12	Corporate Social Responsibility	Yes
Schedule S13	Buyer Responsibilities	Yes
<b>Framework Schedule 4 - Annex 1 Lots 2, 3 and 5 Order Form</b>	Agreement relating to the provision of the MoJ Digital Service Desk	Yes

## PART A: Unconditional and irrevocable offer

TO: Secretary of State for Justice (the “Buyer”)

WE:

OF:

1. Having examined carefully and understood the Further Competition Documents (as itemised in the Instructions to Tenderers) and this Form of Tender, and all other documents and communications relevant to this ITT issued by Buyer in connection with ITT-7455 Ministry of Justice (MoJ) Digital Service Desk, we hereby submit our Tender to:
  - 1.1. Deliver the Services for the Buyer as set out in our Tender in accordance with the terms set out in the Contract and the Charges set out in the FRT; and
  - 1.2. Deliver the Services upon and subject to the conditions set out in the Further Competition Documents.
2. In further consideration of your considering this Tender we agree that our Tender shall not be withdrawn for one year from the date fixed for the return of Tenders.
3. We confirm that the content of our Tender remains subject to contract and will not constitute a binding agreement or contract between us until a formal written agreement has been executed.
4. We certify that this is a *bona fide* competitive Tender and that we have not fixed the amount of the Tender as a consequence of any agreement or arrangement with any other person. We certify further and undertake that we have not and will not commit all or any of the following:
  - 4.1. Communicate to any person other than the Buyer or the person calling for these Tenders on behalf of the Buyer the amount or approximate amount of the proposed Tender;
  - 4.2. Influence, or attempt to influence any other Tenderer so that they shall refrain from tendering or fix their tender price in a particular way.
5. We agree, if required, to enter into a contract in the form of the Contract issued to Tenderers as part of this Further Competition embodying the terms of this Tender and the documentation listed above which are for all purposes to be deemed to form part of this Tender.

6. We confirm that we have read and accept the Buyer's Cyber and Technical Security Guidance, as published at [Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance), to the extent that such policies are applicable to information in connection to the Further Competition.

Dated this 24<sup>th</sup> day of August 2023

### **LIMITED COMPANY**

Company officer's signature

**Redacted Under Section 40, Personal Information**

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Printed Name

**Redacted Under Section 40, Personal Information**

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Title of signatory company officer

**Redacted under Section 40, Personal Information**

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Name of company

CGI IT UK LIMITED

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Registered office address:

20 Fenchurch Street, 14th Floor, London,  
United Kingdom, EC3M 3BY

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### **PARTNERSHIP**

Signature of partners in firm:

N/A

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Printed Name(s)

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Name of firm

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Address:

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## PART B: Anti-Collusion Certificate

The essence of the public procurement process is that the Buyer shall receive *bona fide* competitive Tenders from all Tenderers. In recognition of this principle, we hereby certify that this is a *bona fide* Tender, intended to be competitive, and that we have not fixed or adjusted the amount and/or content of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Tenderer. We have not:

1. Entered into any agreement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount or content of any Tenders or the conditions on which any Tenders are made; or
2. Informed any other person, other than the person calling for these Tenders, of the amount or the approximate amount of the Tender or information which would enable the amount or approximate amount to be calculated, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the Tender; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform them of the amount or the approximate amount of any rival Tenders for the contract; or
4. Shared, permitted or disclosed to another person, access to any information relating to the Tender (or another Tender to which it is party) with any other person; or
5. Committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under the Bribery Act 2010 or under Section 117 of the Local Government Act 1972; or
6. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenders or proposed Tenders for the contract any act or omission except where such acts are undertaken with persons who are also participants in the Tenderer's Tender, such as subcontractors, consortium members, advisers or companies within its group, in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security; or
7. Canvassed any other persons referred to in paragraph 5 above in connection with the contract; or
8. Contacted any member or officer of the Buyer or any person acting as an adviser for the Buyer about any aspect of the contract including (but without limitation) for the purposes of soliciting information in connection with the contract.

9. We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tenders nor (in the event of our Tender being accepted) shall we do so while the resulting contract continues in force between us (or our successors in title) and the Buyer.
10. In this certificate the word "person" includes any person, body or Trust, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed:

Signed:

**Redacted Under Section 40, Personal Information**

For and on behalf of: CGI IT UK  
LIMITED

For and on behalf of:

Dated: 24<sup>th</sup> August 2023

Dated:



## PART C: Confidential Information

Information considered to be potentially exempt from disclosure requests:

1. Any information supplied, which the Tenderer considers may be potentially exempt from disclosure under the Buyer's policies or legislation **MUST** be set out in this section.
2. Any information not contained in this section will be subject to disclosure without any prior consultation.
3. The information considered to be exempt must be referred to in the table below; this could be a whole section of the documentation provided, a clause or paragraph in the documentation provided.
4. The Tenderer should set out in this section the Tender, that information which it considers to be exempt from disclosure, the reason for non-disclosure, the exemption that might be applicable and the time period for which this information should be considered to be exempt.
5. The Tenderer acknowledges nevertheless that any information contained within this section is indicative only and the Buyer may nevertheless be required to disclose such information in accordance with its own policies or legislation. The Tenderer should also include in this section the name and contact details of a link person who will be able to handle disclosure requests.

Tenderer's Name: CGI UK IT Ltd

Address: 20 Fenchurch Street, 14th Floor, London EC3M 3BY

Contact Name: **Redacted Under Section 40, Personal Information**

Telephone Number: **Redacted Under Section 40, Personal Information**

E-mail: **Redacted Under Section 40, Personal Information**

No./Information (cross reference to Tender)	Reasons for Exemption	Exemption to be applied	Duration period for exemption
The Supplier's ITT response [Ref: All Docs]	Contains CGI IP and commercially sensitive cost/price information that would benefit other IT suppliers that directly compete with CGI	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of

			the Call Off Contract
The Supplier's pricing and financial information, including any time and materials rate cards, labour rates, any individual prices or costs and any pricing and financial information provided in the Supplier's ITT response [Ref: FRT]	Contains commercially sensitive cost/price information that would benefit other IT suppliers that directly compete with CGI	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
The pricing justification provided by the Supplier to the Buyer [Ref: FRT]	Contains commercially sensitive cost/price information that would benefit other IT suppliers that directly compete with CGI	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
Any detail relating to the Supplier's solution [Ref: Executive Summary, Q3.1 and Q 3.2]	Contains commercially sensitive information that would benefit other IT suppliers that directly compete with CGI, specifically all references to our strategic technology roadmap	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
The Security Management Plan [Ref: Call Off Order Form – Section C - Part B draft Security Management Plan]	Contains commercially sensitive information that would benefit other IT suppliers that directly compete with CGI	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
Any insurance-related information to be provided by the Supplier.	Suppliers Intellectual Property	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract

Any Disputes involving the Supplier	Suppliers Intellectual Property	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
All Personal Data relating to the Supplier Personnel [Ref: Call Off Order Form – Attachment 5 – Part A – Key Supplier Personnel]	Contains commercially sensitive information that would benefit other IT suppliers that directly compete with CGI	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
Project initiation documents (PIDs) and any other project documentation [Ref: Draft Transition & Exit Plans]	Contains commercially sensitive information that would benefit other IT suppliers that directly compete with CGI	s.43 FOIA (Commercial Interests)	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract

## PART D: Commercially sensitive information

The Tenderer believes that the information set out below is Commercially Sensitive Information, disclosure of which is likely to prejudice the commercial interests of the Tenderer.

The Tenderer accepts that notwithstanding its belief that the information set out below is Commercially Sensitive Information, the Buyer shall nevertheless, to the extent required, be entitled to disclose such information.

Commercially Sensitive Information	For period ending on date below
The breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to the Supplier and its sub-Suppliers (if relevant) and suppliers (if relevant) provided by the Supplier as part of its response(s).	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
How any payments due to the Supplier on the termination of the whole or any part of services delivered or to be delivered under and pursuant to this Call Off Contract are, or will be, calculated, and on an on-going basis.  However, this excludes the actual amounts of such payments.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
Any financial data and information relating to the Supplier's business as a whole, or relating to the financial standing of the Supplier (including, without limitation, any Supplier financial data and information relating to UK Government provisions or requirements for dealing with a supplier's financial distress) provided by the Supplier.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
The cover and amounts of the Supplier's insurances, but excluding confirmation that the levels of insurance are equal to or in excess of the levels required in the Call Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.

<p>Technical details of the Supplier's network (including, without limitation the architecture, infrastructure, topology, network diagrams, detailed network coverage, route maps, the Supplier's Points of Presence and/or street furniture / chambers, etc. of such network) .</p> <p>Excluding any documents explicitly set out in the Call Off Contract as being deliverables to the Customer Authority or (subject to the aforementioned) high level technical documents required by the Customer Authority to engage with third parties.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.</p>
<p>Supplier Background IPR (processes, methodologies and Trade Secrets).</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract</p>
<p>Human resource information and professional and personal contact details relating to Supplier Personnel and its Sub-Contractors (if relevant).</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract</p>

## PART E: Sub-Contractor Details

The Tenderer proposes to use the Sub-Contractors set out in the table below in the provision of the Services:

Company name	Scope of responsibilities in respect of the Services Specification	Proportion of Charges attributable	Is the Sub-Contractor an SME? (Yes/No)	Would the Sub-Contractor be a Key Sub-Contractor? (Yes/No)
N/A				

Proposal		Justification	Acceptable (Y/N)	Justification for Unacceptability
1	The Buyer shall provide an up-to-date and accurate Organisational Chart to provide the Supplier with information that will support RACI definition, business engagement and communication.	Redacted under Section 43, Commercial Interests	Y	
2	The Buyer shall outline the availability, preferred engagement vehicles and preferred escalation channels of key Buyer Personnel to facilitate Supplier engagement where reasonable endeavours may not provision the necessary level of access.	Redacted under Section 43, Commercial Interests	Y	
3	The Buyer shall provide a log of any material changes in Requirements, Staffing or Terms and Conditions that occur through the Transition Period and once Live to any Changes in Operations that may impact the service provision.	Redacted under Section 43, Commercial Interests	Y	
4	The Buyer shall provide visibility of the ITSM Landscape and Roadmap to support the Supplier with anticipating any technology changes that may influence the delivery model over the Transition period.	Redacted under Section 43, Commercial Interests	Y	
5	The Buyer shall make available a knowledge repository whereby training materials, potentially including any videos that may be created, can be stored and shared with relevant teams on an ongoing basis.	Redacted under Section 43, Commercial Interests	Y	
6	The Buyer will engage collaboratively with the Supplier to assess where reasonable reconsiderations of current process, technical requirements or governance may deliver improved future outcomes due to changing business needs or as a consequence of transitioning to a new operating model.	Redacted under Section 43, Commercial Interests	Y	
7	The Buyer's SIAM organisation is responsible for direct Supplier Management.	Redacted under Section 43, Commercial Interests	N	MoJ no longer operate as a SIAM organisation. Following this clarification please reconfirm the proposal and justification.
8	The Buyer will ensure timely approval for all deliverables aligned to.  the dates and milestones outlined in the Supplier's Implementation Plan.  any service Improvement Proposals and Service Requests where appropriate.	Redacted under Section 43, Commercial Interests	Y	
9	The Buyer will ensure the timely completion of Buyer side service and tooling integration requirements in relation to service management, reporting and service level measurement.	Redacted under Section 43, Commercial Interests	Y	
10	The Buyer shall ensure its ITSM Toolset is maintained and supported and provided, as per the tested and approved Service design, to allow the Supplier either to establish connection to it for the exchange of near real-time data or to access and utilise it.	Redacted under Section 43, Commercial Interests	Y	
11	The Buyer shall provide routers, switches, and firewalls to the Supplier to enable.  the Supplier to meet their facilities requirements for access to the Buyer toolsets; and to  provide load balancers, proxy servers and VPN servers.	Redacted under Section 43, Commercial Interests	N	the Supplier is expected to supply build and configure its own Technical infrastructure for the connectivity & interface to the MoJ ITSM toolset and for the Suppliers Telephony service.

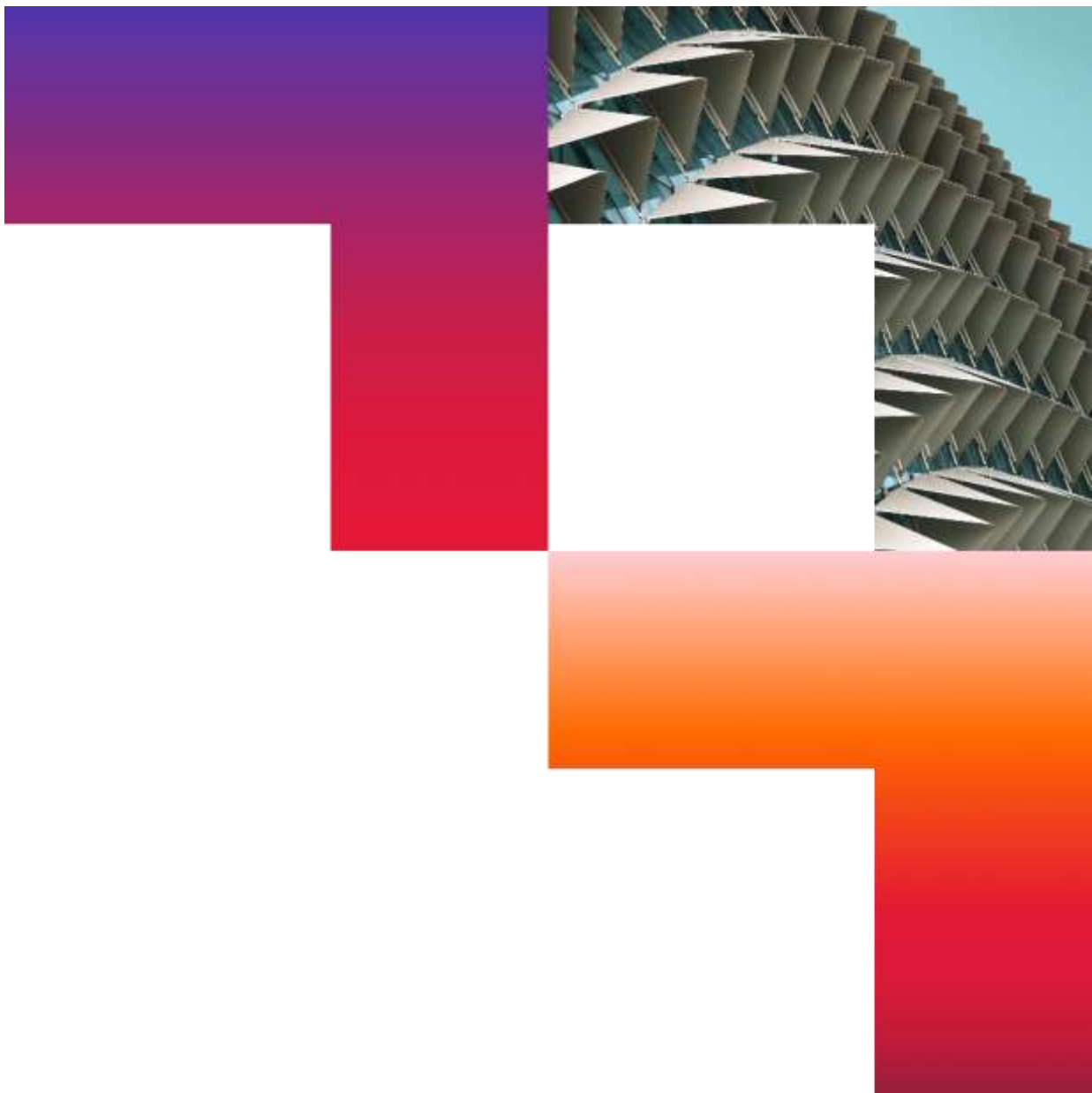
12	The Buyer to provide the client device image for installation to Service Desk devices.	Redacted under Section 43, Commercial Interests	N	this responsibility is with the MoJ EUCs team and not relevant to the Service Desk
13	The Buyer will provide access to all environments required to deliver the services.  ServiceNow and integrations  Nextthink and integrations  Chatbot  Dev / Test for service tooling	Redacted under Section 43, Commercial Interests	N	The buyer will provide access to all required tooling to enable them to fulfil the service requirements as part of the ITT. To clarify, LiveChat is provided through the MoJ ITSM Toolset and is owned and managed by the Buyer. Any other requirements for integration and automation will be done on a case by case basis through change control
14	The Buyer will provision all software licenses required for the supplier to deliver the services including but not limited to:  ServiceNow  Azure  Subscription  Nextthink	Redacted under Section 43, Commercial Interests	N	The Buyer will provide the Supplier the licenses required for access to the MoJ ITSM Toolset. The Buyer will provide the Supplier the required connectivity to its infrastructure and relevant software licenses required to support the provision of the Service Desk.
15	The Buyer will ensure that all users with specific accessibility requirements are identified within the ITSM toolset.	Redacted under Section 43, Commercial Interests	N	MoJ Users have the ability to request that they are not referenced as AT users. The Buyer shall ensure that all users that agree to be referenced as Assistive Technology users and have specific accessibility requirements are identified within the ITSM toolset.
16	The Buyer to provide a list of named resources who are empowered to make decisions in relation to transition, run and change activities.	Redacted under Section 43, Commercial Interests	N	The Buyer will provide the roles that are empowered to make decisions in relation to transition, run and change activities.  named resource may change.
17	The Buyer will perform those Buyer obligations, responsibilities and dependencies which are set out in any agreed plans (including the Implementation Plan) at its own cost and to the specified timescales (and where no timescales are specified, in such timescale as will enable the Supplier to provide the Services).	Redacted under Section 43, Commercial Interests	Y	
18	With support and input from the Supplier, manage and implement all large scale business communications required to End Users to promote use of the Services.	Redacted under Section 43, Commercial Interests	Y	
19	The Buyer will not unreasonably delay or reject any security approvals for the Service.	Redacted under Section 43, Commercial Interests	N	The Buyer does not own or control the Government Security Vetting process. The Supplier must ensure sufficient time for this process to obtain SC Clearance.
20	The Buyer will appoint a suitably skilled and authorised Transition Lead and provide PMO and subject matter experts as reasonably required by the Supplier to support the delivery of the Implementation Plan.	Redacted under Section 43, Commercial Interests	Y	
21	The Buyer will support the Supplier's performance of the Implementation Plan activities by:  The Buyer shall ensure that the incumbent supplier adheres to its service exit plan, to support the delivery of Transition and service transfer.  Providing existing knowledge articles, security policies, scripts, processes, documentation designs in relation to the transitioning services;  Explaining Buyer policies, procedures, systems, configurations, standards and operations used to perform the existing services to the extent reasonably required by the Supplier providing answers to reasonable questions in respect of the existing services including making subject matter	Redacted under Section 43, Commercial Interests	Y	



22	The Buyer will obtain and maintain throughout the duration of the Contract Period, all the consents, licences, approvals and permissions in relation to products or assets made available by Buyer to Supplier in connection with the Services (other than those supplied by Supplier), including Buyer software, third party software, and Buyer provided assets and devices.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
23	Use all reasonable endeavours to reduce the number of open activities (Incident or Requests) to or below the target level agreed by the parties during Implementation. If the number of activities exceeds the agreed target level, then the parties will discuss and agree how best to manage any additional quantity of activities and the timescales and impact for doing so.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
24	The Buyer will ensure the incumbent provides relevant HR data, sufficient to inform Supplier's assessment of the application of relevant employee transfer TUPE legislation and associated costs.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
25	The Buyer will ensure that all Service Desk related projects (whether inflight or proposed) do not impact the Services or Implementation and all such projects are reviewed with Supplier as part of Implementation. If it is agreed that an inflight project has a material impact it will be considered via the Change Control Procedure.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
26	The Buyer will adhere to its own standards and policies.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
27	The Buyer shall review and approve any items that require approval within 5 Working Days during Implementation and 10 Working Days, or otherwise agreed, where reasonable. The Change Control Procedure will be handled separately.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
28	The Buyer will manage and issue all business communications relating to Transition and Service onboarding (with appropriate input from the Supplier) during the Implementation	<b>Redacted under Section 43, Commercial Interests</b>	Y	

29	Buyer to provide permission and access to the Supplier so that the Supplier can implement remote management tooling in Windows 10 Desktop and Laptop End User Devices	<b>Redacted under Section 43, Commercial Interests</b>	N	Remote device management toolset is not with the scope of the Service Desk Requirements. All End User device tools will be provided and implement by the MoJ End User Compute team. Remote connectivity will be provided to the Supplier.
30	Buyer's ITSM team to define and configure Resolver Groups correctly in the ITSM tool to route calls to specific towers	<b>Redacted under Section 43, Commercial Interests</b>	Y & N	The buyer has no "towers". All relevant resolver groups are already in place and maintained by the relevant Service Owners
31	The Buyer shall share relevant resolution teams and all relevant Other Supplier organisations and contacts that the Supplier is required to work and collaborate with.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
32	Buyer will share documentation relevant to collaboration with Other Suppliers - including process, interface, communication/escalation matrix.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
33	The Buyer's ITSM system will be set up such that End Users can be identified via a Unique ID, such as personnel number.	<b>Redacted under Section 43, Commercial Interests</b>	N	user identification is not used on ITSM Toolset. Calls are logged by user name
34	Buyer will allow the Supplier to run pre-written auto-script agent tooling in relevant Buyer's End User Devices (Desktop and Laptop)	<b>Redacted under Section 43, Commercial Interests</b>	N	User device management and monitoring is undertaken by the MoJ EUC team. The Buyer is willing to support discussion during Transition and mobilisation with the relevant Buyer service owners to discuss opportunities.
35	Buyer will allow the Supplier to integrate a cloud-based Automated Chat Bot (Digital Assistant) into Buyer's ITSM	<b>Redacted under Section 43, Commercial Interests</b>	N	The AI Chat bot will be provided through the Buyers ITSM Toolset.
36	Buyer will allow the Supplier to implement a cloud-based Automation and Analytics tool which will involve installation of a client agent on End User Devices.	<b>Redacted under Section 43, Commercial Interests</b>	N	User device management and monitoring is undertaken by the MoJ EUC team. The Buyer is willing to support discussion during Transition and mobilisation with the relevant Buyer service owners to discuss opportunities.
37	Buyer will allow access & integration between the Supplier's agile service desk with the Buyer's ITSM system.	<b>Redacted under Section 43, Commercial Interests</b>	Y	Yes, if it is technically possible to integrate the services

38	The Buyer will continue to provide existing Management WAN connectivity into the Supplier's Datacentres for the provision of Service Desk solution.	<b>Redacted under Section 43, Commercial Interests</b>	N	The Buyer will provide the Supplier the required connectivity to its infrastructure to support the provision of the Service Desk.
39	The Buyer will provide training and knowledge transfer to the Supplier on the Buyer's ITSM tool setup and operation, processes, and reporting, including relevant documentation.	<b>Redacted under Section 43, Commercial Interests</b>	N	The Supplier will provide train the trainer, training on the Buyers ITSM Toolset and relevant process and supporting governance requirements. Enabling the Supplier to deliver the Service Desk function.
40	The Buyer will provide a programme management counterpart and the Incumbent Supplier's exit manager to work collaboratively with the Supplier's programme manager and ensure that the Incumbent Supplier provides appropriate support to the Supplier's Service transition.	<b>Redacted under Section 43, Commercial Interests</b>	Y	
41	The Buyer will ensure that the Supplier is invited to collaboratively contribute to all relevant stages of change management to the buyer's ITSM processes.	<b>Redacted under Section 43, Commercial Interests</b>	N	The Buyer will collaborate with the Supplier for any relevant changes required to the Buyers ITSM process that will impact the Service Desk provision.



# Digital Service Desk - Security Management Plan

Ministry of Justice

24 Aug 2023

Issue 1.0

**CGI**

**Redacted Under Section 43, Commercial Interests**

## Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
Redacted Under Section 40, Personal Information	Redacted Under Section 40, Personal Information	Contract Period
Redacted Under Section 40, Personal Information	Redacted Under Section 40, Personal Information	Contract Period
Redacted Under Section 40, Personal Information	Redacted Under Section 40, Personal Information	Contract Period
	[Further roles to be added at Contract Award as necessary]	



**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lots 2, 3 and 5 Order Form**

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The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

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1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. **Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;**
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Attachment 11 – Supplier's Call-Off Tender; and
13. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.



The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- 1.1 the Framework, except Framework Schedule 18 (Tender);
- 1.2 the Order Form, except the Supplier's Call Off Tender;
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- 1.5 the Supplier's Call Off Tender.





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### Part B – Key Sub-Contractors

[Guidance Note: Insert details of Key Sub-Contractors and any additional information required in the below table or delete the table in its entirety and insert Not Applicable if there are no Key Sub-Contractors. This table should be based on the Key Sub-Contractors set out in Schedule 7 of the Framework]

Key Sub-Contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
N/A				



**RM6100 Technology Services 3 Agreement  
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## Attachment 6 – Software

- 1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Transfers and Licences Granted by the Supplier*).
- 1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

### Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies
N/A					



**RM6100 Technology Services 3 Agreement  
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Commercial  
Service

6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
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### Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
N/A							



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## Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 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 Schedule shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Supplier's Data Protection Officer are:  
 Redacted Under Section 40, Personal Information  
**UK SBU Privacy Partner and UK Data Protection Officer**  
**Email:** Redacted Under Section 40, Personal Information  
**Mobile:** Redacted Under Section 40, Personal Information
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 Attachment 9.

Description	Details
Identity of the Controller and Processor	The Buyer or Service Recipient (where relevant) is Controller, and the Supplier is Processor. The processing carried out by the Processor is described in this Attachment 9.
Subject matter of the processing	Callers to the Service Desk will be MoJ employees either working internal to the MoJ, the Executive Agencies or Arm's Length Bodies.
Duration of the processing	The Contract Period and (to the extent relevant) the Termination Assistance Period.
Nature and purposes of the processing	<p>Upon contact to the Service Desk a minimum data set of information is collected by the Service Desk agent - comprising:</p> <ul style="list-style-type: none"> <li>• User data (Full name)</li> <li>• Location data</li> <li>• Configuration data IP addresses</li> <li>• Email address</li> <li>• Business telephone numbers</li> <li>• Laptop Asset number (if necessary)</li> <li>• Details of the issues or requests raised by the user</li> </ul> <p>This data collected from MoJ users will be processed by the new service desk supplier to raise IT incident tickets and provide First Time Fix resolution where possible. The calls to the Service Desk shall also be recorded. Without this minimum data set, the agents will not be able to verify the identity of the caller, and progress and resolve the ticket on their behalf. The contact information is required to facilitate continued dialogue with the user throughout the lifecycle of the Incident.</p>
Type of Personal Data being processed	<p>A minimum data set of information is collected by the Service Desk agent - comprising:</p> <ul style="list-style-type: none"> <li>• User Data (Full name)</li> <li>• Location Data</li> <li>• Configuration Data IP addresses</li> <li>• Email address</li> <li>• Business telephone numbers</li> <li>• Laptop Asset number (if necessary)</li> </ul>

	<ul style="list-style-type: none"> <li>Details of the issues or requests raised by the user</li> </ul>
Categories of Data Subject	All MoJ employees either working internal to the MoJ, the Executive Agencies or Arm's Length Bodies.
International transfers and legal gateway	<p>Personal data shall be processed in the UK/EEA. The UK Government has declared that the European Economic Area is adequate for data protection purposes. Transfers of personal data outside of the UK/EEA shall be handled in accordance with Clause 34.5.4.</p> <p><b>[DRAFTING NOTE: MoJ preference is for Buyer Data to be processed in the UK/EEA only. However, this section may be updated depending on the solution proposed by the successful Tenderer.]</b></p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	There is no retention schedule as data is currently retained indefinitely and archived appropriately. A full historic record is required to support potential investigations.

**RM6100 Technology Services 3 Agreement  
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- 1.5 the Supplier's Call Off Tender.

## Section D

### Supplier Response

The Supplier's Call-Off Tender is set out at Attachment 11.

#### Commercially Sensitive Information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

*[insert details of any agreed Supplier Confidential Information which is commercially sensitive in nature]*

Commercially Sensitive Information	For period ending on date below
The breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to the Supplier and its sub-Suppliers (if relevant) and suppliers (if relevant) provided by the Supplier as part of its response(s).	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
How any payments due to the Supplier on the termination of the whole or any part of services delivered or to be delivered under and pursuant to this Call Off Contract are, or will be, calculated, and on an on-going basis.  However, this excludes the actual amounts of such payments.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
Any financial data and information relating to the Supplier's business as a whole, or relating to the financial standing of the Supplier (including, without limitation, any Supplier financial data and information relating to UK Government provisions or requirements for dealing with a supplier's financial distress) provided by the Supplier.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
The cover and amounts of the Supplier's insurances, but excluding confirmation that the levels of insurance are equal to or in excess of the levels required in the Call Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.

<p>Technical details of the Supplier's network (including, without limitation the architecture, infrastructure, topology, network diagrams, detailed network coverage, route maps, the Supplier's Points of Presence and/or street furniture / chambers, etc. of such network) .</p> <p>Excluding any documents explicitly set out in the Call Off Contract as being deliverables to the Customer Authority or (subject to the aforementioned) high level technical documents required by the Customer Authority to engage with third parties.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.</p>
<p>Supplier Background IPR (processes, methodologies and Trade Secrets).</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract</p>
<p>Human resource information and professional and personal contact details relating to Supplier Personnel and its Sub-Contractors (if relevant).</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract</p>

**Annex 1 – Call Off Terms and Additional/Alternative Schedules and  
Clauses**



**FRAMEWORK SCHEDULE 4 – ANNEX 2**

**RM6100 TECHNOLOGY SERVICES 3**

**LOTS 2, 3 AND 5 CALL OFF TERMS**

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## 1. DEFINITIONS

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in these Call Off Terms and in particular Schedule 1 (Definitions).
- 1.2 If no meaning is given to a capitalised expression in this Contract, it shall, in the first instance, be interpreted in accordance with the Order Form and related documents and otherwise in accordance with common interpretation within the relevant services sector/industry where appropriate.
- 1.3 If there is any conflict between the meaning given to an expression in ITIL and the meaning given to the expression in Schedule 1 (Definitions), then the meaning given to that expression in Schedule 1 (Definitions) shall apply.
- 1.4 Clause 2.1.9 shall apply to ITIL expressions that may be used in this Contract with a capital first letter, but which are listed in ITIL with a lower-case first letter.

## 2. INTERPRETATION

- 2.1 In this Contract, unless the context otherwise requires:
  - 2.1.1 the singular includes the plural and vice versa;
  - 2.1.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 2.1.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 2.1.4 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**";
  - 2.1.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
  - 2.1.6 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule or the part of the Schedule in which the references appear;
  - 2.1.7 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract;
  - 2.1.8 any reference which immediately before Exit Day was a reference to (as it has effect from time to time):

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

2.1.9 the expressions listed in ITIL shall have the meanings given to them in ITIL.

2.2 In the event and to the extent only of a conflict between the Order Form, these Call Off Terms and the provisions of the Framework, the conflict shall be resolved in accordance with the following descending order of precedence:

- 2.2.1 the Framework, except Framework Schedule 18 (Tender);
- 2.2.2 the Order Form including the Services Specification, but excepting the Supplier’s Call Off Tender;
- 2.2.3 these Call Off Terms;
- 2.2.4 Framework Schedule 18 (Tender); and
- 2.2.5 the Supplier’s Call Off Tender.

2.3 Where Framework Schedule 18 (Tender) or the Supplier’s Call Off Tender contains provisions which are more favourable to the Buyer in relation to any other provision of this Contract (including the Services Specification) such provisions of the Tender or the Supplier’s Call Off Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender, the Supplier’s Call Off Tender and/or this Contract is more favourable to it in this context.

### 3. **GUARANTEE**

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S8 (Guarantee).

### 4. **DUE DILIGENCE**

4.1 The Supplier acknowledges that:

- 4.1.1 the Buyer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
- 4.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
- 4.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Buyer before the Commencement Date) of all relevant details, including but not limited to, details relating to the:

- (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Commencement Date) future Operating Environment;
- (b) operating processes and procedures and the working methods of the Buyer;
- (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Services of the Buyer Assets; and
- (d) existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Services; and

4.1.4 it has advised the Buyer in writing of:

- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
- (b) the actions needed to remedy each such unsuitable aspect; and
- (c) a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract, including the Services Specification and/or Buyer Responsibilities, as applicable.

4.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

- 4.2.1 any unsuitable aspects of the Operating Environment; and/or
- 4.2.2 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

## 5. WARRANTIES AND REPRESENTATIONS

5.1 Each Party warrants and represents that:

- 5.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 5.1.2 this Contract is executed by its duly authorised representative;
- 5.1.3 there are no actions, suits or proceedings or regulatory investigation before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Contract; and
- 5.1.4 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy,

reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

5.2 The Supplier warrants and represents that:

- 5.2.1 it is validly incorporated, organised and subsisting in accordance with the Law of its place of incorporation;
- 5.2.2 it has all necessary consents and regulatory approvals to enter into this Contract;
- 5.2.3 it has notified the Buyer in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- 5.2.4 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 5.2.5 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 5.2.6 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its Tender, its Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Buyer in writing prior to the date of this Contract;
- 5.2.7 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;
- 5.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- 5.2.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

- 5.2.10 within the previous 12 months, no Financial Distress Events (as defined in Schedule 8 (Financial Distress)) have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.
- 5.3 Each of the representations and warranties set out in Clauses 5.1 and 5.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 5.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 5.1 and 5.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 5.5 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Buyer may have in respect of breach of that provision by the Supplier.
- 5.6 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

## **6. CONTRACT PERIOD**

- 6.1 This Contract shall take effect on the Commencement Date specified in the Order Form and shall unless terminated earlier under the terms of this Contract, shall expire:
- 6.1.1 at the end of the Initial Term (as specified in the Order Form); or
- 6.1.2 if the Buyer elects to extend the Initial Term by giving the Supplier at least ninety (90) days' notice before the end of the Initial Term, at the end of the notified Extension Period.
- 6.2 The Supplier's delivery of the Implementation Plan shall commence on the Commencement Date and, following Achievement of Milestone 5, the provision of Service Desk shall commence on the Services Commencement Date.
- 6.3 For the avoidance of doubt, if there is a delay to the Services Commencement Date, there shall be no corresponding extension to the Initial Term applied and the Charges set out in Annex G (Financial Response Template) to Schedule 2 (Charges and Invoicing) against each Service Period shall remain unamended.

## **7. IMPLEMENTATION**

- 7.1 The Supplier shall implement its Call Off Tender such that it Achieves Milestone 5 (Service Transition and Services Commencement Date) before the 28<sup>th</sup> November 2024 or such other earlier date specified in the Implementation Plan.

### **Quality Plans**

- 7.2 The Supplier shall develop, within 30 Working Days (or such other date as agreed between the Parties) of the Commencement Date, quality plans that ensure that all



aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

- 7.3 The Supplier shall obtain the Buyer Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Buyer's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Contract.
- 7.4 Following the approval by the Buyer of the Quality Plans:
  - 7.4.1 the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and
  - 7.4.2 any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

#### **Implementation Plan**

- 7.5 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S1 (Implementation Plan) in relation to the agreement and maintenance of the Detailed Implementation Plan.
- 7.6 The Supplier shall:
  - 7.6.1 comply with the Implementation Plan (if any);
  - 7.6.2 ensure that each Milestone (if any) is Achieved on or before the Milestone Date.

#### **Delays and Delay Payments**

- 7.7 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract:
  - 7.7.1 it shall:
    - (a) notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay; and
    - (b) include in its notification an explanation of the actual or anticipated impact of the Delay; and
    - (c) comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
    - (d) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
  - 7.7.2 if the Delay or anticipated Delay relates to a Milestone, Clauses 7.8 and 7.9 below shall apply.

- 7.8 If a Milestone has not been Achieved by its relevant Milestone Date, the provisions of Paragraph 1 of Part C of Schedule 2 (Charges and Invoicing) shall apply in relation to the payment of Delay Payments.
- 7.9 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
- 7.9.1 the Buyer is entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); or
- 7.9.2 the Delay exceeds the Delay Deduction Period.

#### **Testing and Achievement of Milestones**

- 7.10 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S2 (Testing Procedures) in relation to the procedures to determine whether a Milestone or Test has been Achieved.

### **8. PROVISION AND RECEIPT OF THE SERVICES**

#### **Standards of Services**

- 8.1 The Supplier shall provide a live Service Desk to Users from the Services Commencement Date.
- 8.2 The Supplier shall ensure the Services:
- 8.2.1 comply in all respects with the Services Specification set out or referred to in Attachment 1 (Services Specification) of the Order Form; and
- 8.2.2 are supplied in accordance with the provisions of this Contract.
- 8.3 The Supplier shall perform the Services under this Contract in accordance with:
- 8.3.1 all applicable Laws;
- 8.3.2 the Call Off Tender;
- 8.3.3 Good Industry Practice;
- 8.3.4 the Standards;
- 8.3.5 the Security Policy (if so required by the Buyer);
- 8.3.6 the ICT Policy (if so required by the Buyer);
- 8.3.7 the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 8.3.1 to 8.3.6.

- 8.4 The Supplier shall take reasonable steps to ensure that the in the performance of its obligations under this Contract it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.
- 8.5 The Buyer shall comply with its Buyer Responsibilities set out in Schedule S13 (Buyer Responsibilities).
- 8.4A Subject to Clauses 2.2 and 2.3, the Supplier shall comply with the Supplier's Call Off Tender at all times.
- 8.4B The Supplier shall comply with the requirements set out in Schedule S12 (Corporate Social Responsibility).
- 8.4C The Supplier shall provide the Services for the benefit of the Buyer and the Service Recipients.

#### **Supplier Covenants**

- 8.6 The Supplier shall:
  - 8.6.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;
  - 8.6.2 save to the extent that obtaining and maintaining the same are Buyer Responsibilities and subject to Clause 49 (Change), obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
  - 8.6.3 ensure that:
    - (a) it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;
    - (b) the release of any new Software or Upgrade to any Software complies with the interface requirements of the Buyer and (except in relation to new Software or Upgrades which are released to address Malicious Software) shall notify the Buyer three (3) months before the release of any new Software or Upgrade;
    - (c) all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
    - (d) any products or services recommended or otherwise specified by the Supplier for use by the Buyer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the requirements of the Buyer; and

- (e) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Buyer) and will be Euro Compliant;
- 8.6.4 minimise any disruption to the Services, the IT Environment and/or the Buyer's operations when carrying out its obligations under this Contract;
- 8.6.5 ensure that any Documentation and training provided by the Supplier to the Buyer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 8.6.6 co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Buyer and/or to any Replacement Supplier in accordance with the following collaborative working principles:
  - (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
  - (b) being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers;
  - (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Suppliers;
  - (d) providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
  - (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle;
- 8.6.7 to the extent it is legally able to do so, hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier;
- 8.6.8 unless it is unable to do so, assign to the Buyer on the Buyer's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 8.6.7;
- 8.6.9 provide the Buyer with such assistance as the Buyer may reasonably require during the Contract Period in respect of the supply of the Services;

- 8.6.10 gather, collate and provide such information and co-operation as the Buyer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract; and
  - 8.6.11 ensure that neither it, nor any of its Affiliates, embarrasses the Buyer or otherwise brings the Buyer into disrepute by engaging in any act or omission in relation to this Contract which is reasonably likely to diminish the trust that the public places in the Buyer.
- 8.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.
- 8.8 Without prejudice to Clauses 23.2 and 23.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Buyer howsoever arising the Supplier shall:
- 8.8.1 remedy any breach of its obligations in Clauses 8.6.2 to 8.6.4 inclusive within three (3) Working Days of becoming aware of the breach or being notified of the breach by the Buyer or within such other time period as may be agreed with the Buyer (taking into account the nature of the breach that has occurred);
  - 8.8.2 remedy any breach of its obligations in Clause 8.6.1 and Clauses 8.6.5 to 8.6.10 inclusive within twenty (20) Working Days of becoming aware of the breach or being notified of the breach by the Buyer;
  - 8.8.3 meet all the costs of, and incidental to, the performance of such remedial work.

#### **Specially Written Software**

- 8.9 The Supplier warrants to the Buyer that all components of the Specially Written Software shall:
- 8.9.1 be free from material design and programming errors;
  - 8.9.2 perform in all material respects in accordance with the relevant specifications contained in the Order Form and Documentation; and
  - 8.9.3 not infringe any Intellectual Property Rights.

#### **Continuing Obligation to Provide the Services**

- 8.10 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:
- 8.10.1 any withholding or deduction by the Buyer of any sum due to the Supplier pursuant to the exercise of a right of the Buyer to such withholding or deduction under this Contract;
  - 8.10.2 the existence of an unresolved Dispute; and/or
  - 8.10.3 any failure by the Buyer to pay any Charges,

unless the Supplier is entitled to terminate this Contract under Clause 35.2 (Termination by the Supplier) for failure to pay undisputed Charges.

**9. SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING**

- 9.1 The Parties shall comply with the provisions of Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- 9.2 The Supplier shall at all times provide the Services to meet or exceed the Service Level Target for each Service Level and the Key Performance Indicator Target for each Key Performance Indicator.
- 9.3 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring), including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 9.4 The Supplier shall send Monthly Performance Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- 9.5 Subject to any other express remedy, a Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure or Key Performance Indicator Failure except where:
  - 9.5.1 the Supplier has exceeded the Service Credit Cap; and/or
  - 9.5.2 the Service Level Failure:
    - (a) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel;
    - (b) results in the corruption or loss of any Buyer Data; and/or
    - (c) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 9.5.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause).
- 9.6 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Levels and Key Performance Indicators and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 9.6.1 the total number of Service Levels or Key Performance Indicators for which the weighting is to be changed does not exceed the number applicable as at the Commencement Date;
  - 9.6.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards;

- 9.6.3 there is no change to the Service Credit Cap; and
- 9.6.4 the Buyer may recalibrate all or some of the other Service Levels proportionately so that the weighting of the Service Levels remains proportionate.

## 10. **CRITICAL FAILURE**

10.1 On the occurrence of a Critical Failure:

- 10.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 10.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Failure**"),

provided that the operation of this Clause 10 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Failure.

## 11. **SUPPLIER PERSONNEL**

### **Supplier Personnel**

11.1 The Supplier shall:

- 11.1.1 provide in advance of any admission to Buyer Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Buyer may reasonably require;
- 11.1.2 ensure that all Supplier Personnel involved in the performance of this Contract:
  - (a) are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - (b) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule S3 (Security Requirements), where used; and
  - (c) comply with any reasonable instructions issued by the Buyer from time to time (including, if so required, the ICT Policy);
- 11.1.3 subject to Schedule S4 (Staff Transfer) where used, retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Buyer;
- 11.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
- 11.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

- 11.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
  - 11.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
  - 11.1.8 procure that the Supplier Personnel shall vacate the Buyer Premises immediately upon the termination or expiry of this Contract.
- 11.2 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:
- 11.2.1 refuse admission to the relevant person(s) to the Buyer Premises; and/or
  - 11.2.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered.

#### **Key Supplier Personnel**

- 11.3 The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.
- 11.4 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 for the purposes of this Contract be included on the list of Key Supplier Personnel.
- 11.5 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel (including when carrying out Exit Management, if any) unless:
- 11.5.1 requested to do so by the Buyer or the Supplier obtains the Buyer's prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);
  - 11.5.2 the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave; or
  - 11.5.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 11.6 The Supplier shall:
- 11.6.1 notify the Buyer promptly of the absence of any Key Supplier Personnel (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);
  - 11.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;



- 11.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Personnel's employment contract, this will mean at least three (3) Months' notice;
  - 11.6.4 ensure that all arrangements for planned changes in Key Supplier Personnel 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 Services and Deliverables; and
  - 11.6.5 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 Supplier Personnel whom he or she has replaced.
- 11.7 The Buyer may require the Supplier to remove or procure that any Sub-Contractor shall remove any Key Supplier Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.

#### **Employment Liabilities**

- 11.8 The Parties agree that:
- 11.8.1 the Supplier shall both during and after the Contract Period indemnify the Buyer against all Employment Liabilities that may arise as a result of any claims brought against the Buyer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and
  - 11.8.2 the Buyer shall both during and after the Contract Period indemnify the Supplier against all Employment Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

#### **12. STAFF TRANSFER**

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S4 (Staff Transfer).

#### **13. STANDARDS**

The Supplier shall at all times during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

#### **14. EQUIPMENT AND MAINTENANCE**

##### **Supplier Equipment**

- 14.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Contract the Supplier shall be responsible for the removal and safe disposal of all

relevant Supplier Equipment from the Sites and the Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.

- 14.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 14.3 Subject to any express provision of the BCDR Plan (if any) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract, including the Service Levels.

#### **Maintenance**

- 14.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the "**Maintenance Schedule**") which shall be agreed with the Buyer. Once the Maintenance Schedule has been agreed with the Buyer Representative, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 14.5 The Supplier shall give as much notice as is reasonably practicable to the Buyer Representative prior to carrying out any Emergency Maintenance.
- 14.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the IT Environment and the Services.

#### **Supply of Goods**

- 14.7 Not used.

### **15. CHARGES AND INVOICING**

#### **Charges and Invoicing**

- 15.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Buyer shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 2 (Charges and Invoicing).
- 15.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 7.10 (Testing and Achievement of Milestones), 29 (Reports and Audits), 41 (Transparency and Freedom of Information), 34 (Protection of Personal Data) and, to the extent specified therein, Clause 30 in respect of step-in.
- 15.3 If the Buyer fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the

applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

#### **VAT**

- 15.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice.
- 15.5 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 15.5 shall be paid in cleared funds by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Buyer.

#### **Set-off and Withholding**

- 15.6 The Buyer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 15.7 If the Buyer wishes to exercise its right pursuant to Clause 15.6 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Buyer's reasons for withholding or retaining the relevant Charges.

### **16. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**

- 16.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:
  - 16.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 (including IR35) and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
  - 16.1.2 indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.
- 16.2 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause 16.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:
  - 16.2.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 16.1, or why those requirements

do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;

16.2.2 that the Worker's contract may be terminated at the Buyer's request if:

- (a) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or
- (b) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 16.1 or confirms that the Worker is not complying with those requirements;

16.2.3 that the Buyer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

## **17. BENCHMARKING AND CONTINUOUS IMPROVEMENT**

17.1 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S5 (Benchmarking) in relation to the benchmarking of any or all of the Services.

17.2 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S7 (Continuous Improvement) in relation to the continuous improvement of the Services.

## **18. FINANCIAL DISTRESS**

The Parties shall comply with the provisions of Schedule 8 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

## **19. LIMITATION OF LIABILITY**

### **Unlimited Liability**

19.1 Neither Party limits its liability for:

- 19.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- 19.1.2 fraud or fraudulent misrepresentation by it or its employees;
- 19.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 19.1.4 any liability to the extent it cannot be limited or excluded by Law.

19.2 The Supplier's liability in respect of the indemnities in Clause 15.5 (VAT), Clause 11.8.1 (Employment Indemnity), Clause 16.1.2 (Income Tax and National Insurance Contributions), Clause 23 (IPRs Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) be unlimited.

- 19.3 The Buyer's liability in respect of the indemnities in Clause 11.8.2 (Employment Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) shall be unlimited.

**Financial and other limits**

- 19.4 Subject to Clauses 19.1, 19.2 and 19.7:

19.4.1 the Supplier's aggregate liability in respect of loss of or damage to the Buyer Premises or other property or assets of the Buyer and/or a Service Recipient (including technical infrastructure, assets or equipment but excluding any loss or damage to the Buyer Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;

19.4.2 the Supplier's aggregate liability in respect of loss of or damage to Buyer Data or breach of the Data Protection Legislation that is caused by Default of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;

19.4.3 the Supplier's aggregate liability in respect of all:

- (a) Service Credits; and
- (b) Compensation for Critical Failure;

incurred in any rolling period of 12 months shall be subject to the aggregated Service Credit Cap over that rolling period of 12 months; and

19.4.4 the Supplier's aggregate liability in respect of all other Losses incurred by the Buyer and/or a Service Recipient under or in connection with this Contract as a result of Defaults by the Supplier shall in no event exceed:

- (a) in relation to Defaults occurring in the first Contract Year, an amount equal to **Redacted under Section 43, Commercial Interests** of the Estimated Year 1 Charges;
- (b) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to **Redacted under Section 43, Commercial Interests** of the Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
- (c) in relation to Defaults occurring after the end of the Contract Period, an amount equal to **Redacted under Section 43, Commercial Interests** of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period,

provided that where any Losses referred to this Clause 19.4.4 have been incurred by the Buyer and/or a Service Recipient as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in such Clause to **Redacted under Section 43, Commercial Interests** shall be deemed to be references to **Redacted under Section 43, Commercial Interests**.

- 19.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 19.4.4.
- 19.6 Subject to Clauses 19.1 and 19.3 and Clause 19.7 and without prejudice to the Buyer's obligation to pay the Charges as and when they fall due for payment:
- 19.6.1 the Buyer's and/or the Service Recipients' total aggregate liability as a result of early termination of this Contract by the Buyer pursuant to Clause 35.1.9 (Termination Without Cause) shall comprise the fee calculated in accordance with the provisions of Clause 36.2 and Attachment 2 (Charges) of the Order Form;
  - 19.6.2 the Buyer's and/or the Service Recipients' aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Buyer shall in no event exceed:
    - (a) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;
    - (b) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
    - (c) in relation to Defaults occurring after the end of the Contract Period, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period.

#### **Consequential Losses**

- 19.7 Subject to Clauses 19.1, 19.2 and 19.3 and Clause 19.8, neither Party shall be liable to the other Party for:
- 19.7.1 any indirect, special or consequential Loss; or
  - 19.7.2 any loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 19.8 Notwithstanding Clause 19.7 but subject to Clause 19.4, the Supplier acknowledges that the Buyer may, amongst other things, recover from the Supplier the following Losses incurred by the Buyer and/or a Service Recipient to the extent that they arise as a result of a Default by the Supplier:
- 19.8.1 any additional operational and/or administrative costs and expenses incurred by the Buyer, including costs relating to time spent by or on behalf of the Buyer in dealing with the consequences of the Default;
  - 19.8.2 any wasted expenditure or charges;
  - 19.8.3 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;
  - 19.8.4 any compensation or interest paid to a third party by the Buyer and/or a

Service Recipient; and

- 19.8.5 any fine or penalty incurred by the Buyer and/or a Service Recipient pursuant to Law and any costs incurred by the Buyer and/or a Service Recipient in defending any proceedings which result in such fine or penalty.

#### **Mitigation**

- 19.9 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.
- 19.10 For the avoidance of doubt, in no event shall the Buyer or any Service Recipient recover twice in respect of the same Loss, in accordance with Schedule S11 (Service Recipients).

### **20. INTELLECTUAL PROPERTY RIGHTS**

- 20.1 Except as expressly set out in this Contract:
- 20.1.1 Neither the Buyer, nor any Service Recipient shall acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
- (a) the Supplier Software;
  - (b) the Third Party Software;
  - (c) the Third Party IPRs; and
  - (d) the Supplier Background IPRs;
- 20.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including:
- (a) the Buyer Software;
  - (b) the Buyer Data; and
  - (c) the Buyer Background IPRs;
- 20.1.3 Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the Buyer.
- 20.2 Where either Party or any Service Recipient acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 20.1, it shall (or in the case of a Service Recipient, the Buyer shall procure that the relevant Service Recipient shall) assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 20.3 Neither Party or any Service Recipient shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

- 20.4 Unless the Buyer otherwise agrees in advance in writing:
- 20.4.1 all Specially Written Software and any software element of Project Specific IPRs shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software; and
  - 20.4.2 where the Specially Written Software and any software element of Project Specific IPRs are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer.
- 20.5 Where the Buyer agrees that any Specially Written Software and/or any software element of Project Specific IPRs should be excluded from Open Source publication, the Supplier shall as soon as reasonably practicable provide written details of the impact that such exclusion will have on the Buyer's ability to publish other Open Source software under Clause 24.
- 20.6 The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.

## 21. TRANSFERS AND LICENCES GRANTED BY THE SUPPLIER

### **Specially Written Software and Project Specific IPRs**

- 21.1 Subject to Clause 21.17 the Supplier hereby agrees to transfer to the Buyer, or shall procure the transfer to the Buyer of, all rights (subject to Clause 20.1.1 in the Specially Written Software and the Project Specific IPRs) including (without limitation):
- 21.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 21.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the **"Software Supporting Materials"**);
- but not including any Know-How, trade secrets or Confidential Information.
- 21.2 The Supplier:
- 21.2.1 shall:
    - (a) inform the Buyer of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software; and
    - (b) deliver to the Buyer the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on



media that is reasonably acceptable to the Buyer; and

- (c) without prejudice to Clause 21.11, provide full details to the Buyer of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs;
- 21.2.2 acknowledges and agrees that the ownership of the media referred to in Clause 21.2.1(b) shall vest in the Buyer upon their receipt by the Buyer; and
- 21.2.3 shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Buyer.

#### **Supplier Software and Supplier Background IPRs**

- 21.3 The Supplier shall not use any Supplier Non-COTS Software or Supplier Non-COTS Background IPR in the provision of the Services unless it is detailed in the Order Form, and where Part B of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, sent to the Monthly Service Desk Governance Board (as defined therein) for review and approval granted by the Buyer.
- 21.4 The Supplier hereby grants to the Buyer and the Service Recipients:
  - 21.4.1 subject to the provisions of Clause 21.17, perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):
    - (a) the Supplier Non-COTS Software for which the Supplier delivers a copy to the Buyer for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and
    - (b) the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function;
  - 21.4.2 a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Buyer and Supplier COTS Background IPRs on the licence terms identified in a letter or substantially in the form set out in Part A of Schedule 9 (Software) and signed by or on behalf of the Parties on or before the Commencement Date provided always that the Buyer shall remain entitled to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in Clauses 21.7 and 21.8 in relation to the Supplier Non-COTS Software and Supplier Non-COTS Background IPRs; and
  - 21.4.3 a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.
- 21.5 At any time during the Contract Period or following termination or expiry of this

Contract, the Supplier may terminate the licence granted in respect of the Supplier

Non-COTS Software under 21.4.1(a) or in respect of the Supplier Non-COTS Background IPRs under Clause 21.4.1(b) by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Buyer, any Service Recipient or any person to whom the Buyer grants a sub-licence pursuant to Clause 21.7 (Buyer's right to sub-licence) commits any material breach of the terms of Clause 21.4.1(a) or 21.4.1(b) or 21.7.1 (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

21.6 In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to Clause 21.5, the Buyer shall (and shall procure that each Service Recipient shall):

21.6.1 immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);

21.6.2 at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Buyer may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and

21.6.3 ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Buyer) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

#### **Buyer's right to sub-licence**

21.7 Subject to Clause 21.17, the Buyer may sub-licence:

21.7.1 the rights granted under Clause 21.4 to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

(a) the sub-licence is on terms no broader than those granted to the Buyer;

(b) the sub-licence authorises the third party to use the rights licensed in Clause 21.4 only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and

(c) the sub- licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Part B to Schedule 9 (Software); and

- 21.7.2 the rights granted under Clause 21.4 to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:
- (a) the sub-licence is on terms no broader than those granted to the Buyer; and
  - (b) the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Approved Sub-Licensee.

**Buyer's and Service Recipient's right to assign/novate licenses**

- 21.8 The Buyer and the Service Recipients may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 21.4 to:
- 21.8.1 a Central Government Body; or
  - 21.8.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 21.9 Any change in the legal status of the Buyer or a Service Recipient which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 21.4. If the Buyer or a Service Recipient ceases to be a Central Government Body, the successor body to the Buyer or a Service Recipient shall still be entitled to the benefit of the licence granted in Clause 21.4.
- 21.10 If a licence granted in Clause 21.4 is novated under Clause 21.8 or there is a change of the Buyer's or Service Recipient's status pursuant to Clause 21.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Buyer and/or Service Recipient.

**Third Party Software and Third Party IPRs**

- 21.11 The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless detailed in the Order Form, where Part B of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, approval is granted by the Buyer following a review by the Monthly Service Desk Governance Board and has in each case either:
- 21.11.1 first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the Buyer and the Service Recipients on a royalty-free basis to the Buyer and on terms no less favourable to the Buyer and the Service Recipients than those set out in Clauses 21.4.1 and 21.5 and Clause 21.8; or
  - 21.11.2 complied with the provisions of Clause 21.12.
- 21.12 If the Supplier cannot obtain for the Buyer and Service Recipients a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Clause 21.11.1, the Supplier shall:

- 21.12.1 notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and
  - 21.12.2 use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the Buyer has first approved in writing the terms of the licence from the relevant third party.
- 21.13 The Supplier shall:
- 21.13.1 notify the Buyer in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and
  - 21.13.2 unless instructed otherwise in writing by the Buyer in any case within twenty (20) Working Days of notification pursuant to 21.12.1, use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Buyer on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.
- 21.14 Should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the Buyer and the Service Recipient do not have a suitable licence, then the Supplier must notify the Buyer within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in.

#### **Termination and Replacement Suppliers**

- 21.15 For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Clause 21.
- 21.16 The Supplier shall, if requested by the Buyer and at the Supplier's cost:
- 21.16.1 grant (or procure the grant) to any Replacement Supplier of:
    - (a) a licence to use any Supplier Non-COTS Software, Supplier Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Buyer and Service Recipients in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Clause 21 subject to receipt by the Supplier of a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Replacement Supplier;
    - (b) a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such

software is usually made commercially available by the Supplier;  
and/or

- 21.16.2 use all reasonable endeavours to procure the grant to any Replacement Supplier of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

#### **Patents**

- 21.17 Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the Buyer, the Service Recipients or any Replacement Supplier, the Supplier hereby grants to the Buyer, the Service Recipients and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Contract.

### **22. LICENCES GRANTED BY THE BUYER**

- 22.1 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use the Buyer Software, the Buyer Background IPRs, the Specially Written Software, the Project Specific IPRs and the Buyer Data solely to the extent necessary for performing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

22.1.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 39; and

22.1.2 the Supplier shall not, without the Buyer's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

- 22.2 In the event of the termination or expiry of this Contract, the licence granted pursuant to Clause 22.1 and any sub-licence granted by the Supplier in accordance with Clause 22.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:

22.2.1 immediately cease all use of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be);

22.2.2 at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data, provided that if the Buyer has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be); and

22.2.3 ensure, so far as reasonably practicable, that any Buyer Software, Buyer Background IPRs and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device

containing such Buyer Software, Buyer Background IPRs and/or Buyer Data.

**23. IPR INDEMNITY**

- 23.1 The Supplier shall at all times, during and after the Contract Period, on written demand indemnify the Buyer and each other Indemnified Person, and keep the Buyer and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.
- 23.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:
  - 23.2.1 procure for the Buyer or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
  - 23.2.2 replace or modify the relevant item with non-infringing substitutes provided that:
    - (a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
    - (b) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
    - (c) there is no additional cost to the Buyer or relevant Indemnified Person (as the case may be); and
    - (d) the terms and conditions of this Contract shall apply to the replaced or modified Services.
- 23.3 If the Supplier elects to procure a licence in accordance with Clause 23.2.1 or to modify or replace an item pursuant to Clause 23.2.2, but this has not avoided or resolved the IPRs Claim, then:
  - 23.3.1 the Buyer may terminate this Contract (if subsisting) with immediate effect by written notice to the Supplier; and
  - 23.3.2 without prejudice to the indemnity set out in Clause 23.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

**24. OPEN SOURCE PUBLICATION**

- 24.1 The Supplier agrees that the Buyer may at its sole discretion publish as Open Source all or part of the Specially Written Software and any software element of the Project Specific IPRs after the Commencement Date.
- 24.2 The Supplier hereby warrants that the Specially Written Software and any software element of the Project Specific IPRs:

- 24.2.1 are suitable for release as Open Source and that any release will not allow a third party to use the Open Source to in any way compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs or the Buyer System;
  - 24.2.2 shall not cause any harm or damage to any party using anything published as Open Source and that the Specially Written Software and the Project Specific IPRs do not contain any Malicious Software;
  - 24.2.3 do not contain any material which would bring the Buyer into disrepute upon publication as Open Source;
  - 24.2.4 do not contain any IPR owned or claimed to be owned by any third party which is found, or alleged to be found, in the Specially Written Software and the Project Specific IPRs ("**Non-Party IPRs**"); and
  - 24.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the Commencement Date.
- 24.3 The Supplier shall ensure that the Open Source Publication Material provided to the Buyer does not include any Supplier Software or Supplier Background IPRs save that which the Supplier is willing to allow to be included in any Open Source publication. In such a case, the Supplier hereby acknowledges that any such Supplier Software or Supplier Background IPRs will become Open Source and will be licensed and treated as such following publication by the Buyer and any third party that uses the Open Source Publication Materials on the terms of the Open Source licence used by the Buyer when publishing as Open Source.
- 24.4 The Supplier hereby indemnifies the Buyer against all claims in which the Buyer is, or is threatened to be, a party for any alleged infringement of any Non-Party IPRs arising from publication of the Specially Written Software and any software element of the Project Specific IPRs as Open Source under Clause 24.

## 25. **PUBLICITY AND BRANDING**

- 25.1 The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any promotion or marketing or announcement of orders, without the Buyer's prior written approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).
- 25.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## 26. **BUYER DATA AND SECURITY REQUIREMENTS**

### **Security Requirements**

- 26.1 Where indicated in the Order Form, the Parties shall comply with either Part A or Part B of Schedule S3 (Security Requirements).



- 26.2 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have:
- 26.2.1 (or be willing obtain within such period as agreed between the Parties) an accredited secure facility environment in accordance with HMG Security Policy Framework May 2018 and/or any future variations to the policy, (commonly referred to as List X). Further information on List X accreditation can be found at: <https://www.gov.uk/government/publications/security-policy-framework>; and
- 26.2.2 a number of UK national security cleared personnel prior to the Commencement Date.
- 26.3 If the Supplier fails to comply with Clause 26.2 above, then without prejudice to the Buyer's other rights and remedies (if any), the Buyer shall be entitled to terminate this Contract for material Default in accordance with Clause 35.1.1.

**Protection of Buyer Data**

- 26.4 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Buyer Data.
- 26.5 The Supplier shall not store, copy, disclose, or use the Buyer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Buyer.
- 26.6 To the extent that the Buyer Data is held and/or Processed by the Supplier, the Supplier shall supply that Buyer Data to the Buyer as requested by the Buyer and in the format (if any) specified in this Contract and in any event as specified by the Buyer from time to time in writing.
- 26.7 The Supplier shall preserve the integrity of Buyer Data and prevent the corruption or loss of Buyer Data at all times that the relevant Buyer Data is under its control or the control of any Sub-Contractor.
- 26.8 The Supplier shall perform secure back-ups of all Buyer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Buyer (or to such other person as the Buyer may direct) at all times upon request and are delivered to the Buyer at no less than 6 monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 26.9 The Supplier shall ensure that any system on which the Supplier holds any Buyer Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 26.10 If the Buyer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Buyer may:
- 26.10.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Buyer Data to the extent and in accordance with the requirements specified in Schedule S6 (Business Continuity and Disaster

Recovery) where used, or as otherwise required by the Buyer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Buyer's notice; and/or

- 26.10.2 itself restore or procure the restoration of Buyer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule S6 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Buyer.

## 27. **MALICIOUS SOFTWARE**

- 27.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 27.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.
- 27.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 27.2 shall be borne by the Parties as follows:
  - 27.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Buyer Data (whilst the Buyer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 27.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## 28. **GOVERNANCE**

- 28.1 The Parties shall comply with the provisions of Schedule 7 (Governance) in relation to the management and governance of this Contract.

### **Representatives**

- 28.2 Each Party shall have a representative for the duration of this Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.
- 28.3 The initial Supplier Representative shall be the person named as such in the Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 11 (Supplier Personnel).
- 28.4 The initial Buyer Representative shall be the person named as such in the Order Form. The Buyer may, by written notice to the Supplier, revoke or amend the authority of the Buyer Representative or appoint a new Buyer Representative.

**29. RECORDS AND AUDIT**

29.1 The Supplier shall keep and maintain for seven (7) years after termination or expiry of this Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Buyer.

29.2 The Supplier shall:

29.2.1 keep the records and accounts referred to in Clause 29.1 in accordance with Good Industry Practice and Law; and

29.2.2 afford any Auditor access to the records and accounts referred to in Clause 29.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Contract Period and the period specified in Clause 29.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Contract including for the following purposes to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under this Contract (and any proposed or actual variations to them in accordance with this Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
- (c) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (d) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened Breach of Security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor (if applicable) and/or any Sub-Contractors or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Buyer'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 this Contract;
- (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer'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 Buyer has used its resources;
- (j) review any Monthly Performance Reports provided under Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (k) verify the accuracy and completeness of any information delivered or required by this Contract;
- (l) inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (m) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (n) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (o) review the Supplier's compliance with the Standards;
- (p) inspect the Buyer Assets, including the Buyer's IPRs, equipment and facilities, for the purposes of ensuring that the Buyer Assets are secure and that any register of assets is up to date; and/or
- (q) review the integrity, confidentiality and security of the Buyer Data.

29.3 The Buyer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Buyer.

29.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

29.4.1 all reasonable information requested by the Buyer within the scope of the audit;

29.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and

29.4.3 access to the Supplier Personnel.

29.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 29, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Buyer for the Buyer's reasonable costs incurred in relation to the audit.

**30. INSURANCE**

- 30.1 Without limitation to the generality of Clause 30.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.
- 30.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

**31. BUYER REMEDIES FOR DEFAULT**

**Remedies**

- 31.1 Without prejudice to any other right or remedy of the Buyer howsoever arising (including under Schedule 3 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 9.5 and 7.9, if the Supplier commits any Default of this Contract then the Buyer may (whether or not any part of the Services have been delivered) do any of the following:
- 31.1.1 at the Buyer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Buyer's instructions;
- 31.1.2 carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract;
- 31.1.3 if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different) obligations and regardless of whether such Defaults are remedied, which taken together constitute a material Default):
- (a) instruct the Supplier to comply with the Rectification Plan Process;
  - (b) suspend this Contract (whereupon the relevant provisions of Clause 35.3 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;
  - (c) without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 35.3 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services;

- 31.2 Where the Buyer exercises any of its step-in rights under Clauses 31.1.3(b) or 31.1.3(c), the Buyer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Buyer or a third party and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

#### **Rectification Plan Process**

- 31.3 Where the Buyer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 31.1.3(c) the Supplier shall submit a draft Rectification Plan to the Buyer for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Buyer's request for a draft Rectification Plan.
- 31.4 The draft Rectification Plan shall set out:
- 31.4.1 full details of the Default that has occurred, including a root cause analysis;
  - 31.4.2 the actual or anticipated effect of the Default; and
  - 31.4.3 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).
- 31.5 The Supplier shall promptly provide to the Buyer any further documentation that the Buyer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an Expert in accordance with Paragraph 6 of Schedule 4 (Dispute Resolution Procedure).
- 31.6 The Buyer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:
- 31.6.1 is insufficiently detailed to be capable of proper evaluation;
  - 31.6.2 will take too long to complete;
  - 31.6.3 will not prevent recurrence of the Default; and/or
  - 31.6.4 will rectify the Default but in a manner which is unacceptable to the Buyer.
- 31.7 The Buyer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Buyer rejects the draft Rectification Plan, the Buyer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Buyer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Buyer's notice rejecting the first draft.

- 31.8 If the Buyer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

**Additional Performance Improvement Resource**

- 31.9 Without prejudice to any other right or remedy of the Buyer howsoever arising (including under Schedule 3 (Service Levels, Service Credits and Performance Monitoring), Clauses 31.1 to 31.8 (inclusive) and Clause 35 (Termination and Expiry)) and notwithstanding the exclusive financial remedy provisions in Clauses 9.5 and 7.9), if;

- 31.9.1 the Supplier suffers Repeated Failure in three consecutive Service Periods;
- 31.9.2 the Supplier fails to perform or provide the Services in accordance with the Contract to the extent that the Buyer receives justified complaints from Users in the majority of weeks over any three consecutive Service Periods; or
- 31.9.3 there is a significant and ongoing degradation in the Services for three or more consecutive Service Periods,

the Buyer shall be entitled to require the Supplier at its own expense to provide an additional performance improvement resource (being a senior manager on a full-time equivalent basis) and to implement an improvement plan until such time as the Buyer is satisfied (acting reasonably) that the issues are resolved. If any of the failures set out in Clauses 31.9.1 - 31.9.3 (inclusive) continue for a further three continuous Service Periods for the same Service Level Target Failures or Key Performance Indicator Failures, the Buyer shall be entitled to itself engage an improvement manager to work with the Supplier and the cost of such manager shall be charged to the Supplier until the failures are resolved.

- 31.10 Where the Buyer requires the Supplier to provide additional performance improvement resource in accordance with Clause 31.9, the Buyer shall not be entitled to exercise its rights under:

- 31.10.1 Paragraph 1.1.4, Part C, Schedule 3 (Service Levels, Service Credits and Performance Monitoring); or

- 31.10.2 Clause 35.1.1(e),

without the Buyer first progressing the Rectification Plan Process.

**32. SUPPLIER RELIEF DUE TO BUYER CAUSE**

- 32.1 Notwithstanding any other provision of this Contract, if the Supplier has failed to:

- 32.1.1 Achieve a Milestone by its Milestone Date;
- 32.1.2 provide the Services in accordance with the Service Levels; and/or
- 32.1.3 comply with its obligations under this Contract,

(each a “**Supplier Non-Performance**”),

and can demonstrate that the Supplier Non-Performance would not have occurred but for a Buyer Cause, then (subject to the Supplier fulfilling its obligations in this Clause 32):

- (a) the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Buyer Cause;
- (b) the Buyer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
  - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Buyer Cause;
  - (ii) if the Buyer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Buyer Cause;
  - (iii) the Supplier shall have no liability to pay any Delay Payments associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Buyer Cause; and
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
  - (i) the Supplier shall not be liable to accrue Service Credits;
  - (ii) the Buyer shall not be entitled to any Compensation for Critical Failure pursuant to Clause 10; and
  - (iii) the Supplier shall be entitled to invoice for the Service Charges for the relevant Services affected by the Buyer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Buyer Cause.

32.2 In order to claim any of the rights and/or relief referred to in Clause 32.1, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that an Buyer Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Buyer notice (a “**Relief Notice**”) setting out details of:

32.2.1 the Supplier Non-Performance;

32.2.2 the Buyer Cause and its effect, or likely effect, on the Supplier’s ability to meet its obligations under this Contract;



- 32.2.3 any steps which the Buyer can take to eliminate or mitigate the consequences and impact of such Buyer Cause; and
- 32.2.4 the relief claimed by the Supplier.
- 32.3 Following the receipt of a Relief Notice, the Buyer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Buyer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Buyer Cause and its entitlement to relief, consulting with the Supplier where necessary.
- 32.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Buyer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.
- 32.5 Without prejudice to Clause 8.10 (Continuing obligation to provide the Services), if a Dispute arises as to:
  - 32.5.1 whether a Supplier Non-Performance would not have occurred but for a Buyer Cause; and/or
  - 32.5.2 the nature and/or extent of the relief and/or compensation claimed by the Supplier,
 either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.
- 32.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 32.1 shall be implemented in accordance with the Change Control Procedure.

### 33. **FORCE MAJEURE**

- 33.1 Subject to the remaining provisions of this Clause 33 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule S6 (Business Continuity Plan and Disaster Recovery where used)), a Party may claim relief under this Clause 33 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 33.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 33.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 33 to the extent that consequences of the relevant Force Majeure Event:
  - 33.3.1 are capable of being mitigated, but the Supplier has failed to do so;

- 33.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract; or
  - 33.3.3 are the result of the Supplier's failure to comply with its BCDR Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the BCDR Plan).
- 33.4 Subject to Clause 33.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 33.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 33.6 Where, as a result of a Force Majeure Event:
- 33.6.1 an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:
    - (a) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days and the other Party may terminate this Contract in whole or in part after such continuous period by issuing a Termination Notice to the other Party; and
    - (b) neither Party shall be liable for any Default arising as a result of such failure;
  - 33.6.2 the Supplier fails to perform its obligations in accordance with this Contract:
    - (a) the Buyer shall not be entitled:
      - (i) during the continuance of the Force Majeure Event to exercise its rights under Clause 31.1.2 and 31.1.3 (Buyer Remedies for Default) as a result of such failure;
      - (ii) to receive Delay Payments pursuant to Clause 7.9 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
      - (iii) to receive Service Credits or withhold and retain any of the Service Charges as Compensation for Critical Failure pursuant to Clause 10.1 (Critical Failure) to the extent that a Service Level Failure or Critical Failure has been caused by the Force Majeure Event; and

- (b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.
- 33.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.
- 33.8 Relief from liability for the Affected Party under this Clause 33 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 33.7.
- 33.9 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Contract under Clause 33.6.1(a) for a continuing Force Majeure Event.

#### 34. **PROTECTION OF PERSONAL DATA**

##### **Status of the Controller**

- 34.1 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 this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:
  - 34.1.1 **“Controller”** (where the other Party acts as the **“Processor”**);
  - 34.1.2 **“Processor”** (where the other Party acts as the **“Controller”**);
  - 34.1.3 **“Joint Controller”** (where both Parties are considered to jointly control the same Personal Data);
  - 34.1.4 **“Independent Controller”** of the Personal Data where the other Party is also **“Controller”** of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in the Schedule of Processing, Personal Data and Data Subjects which scenario or scenarios are intended to apply under this Contract.

##### **Where One Party is Controller and the other Party its Processor**

- 34.2 Where a Party is a Processor, the only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 34.3 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 34.4 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:

- 34.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 34.4.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
  - 34.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 34.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 34.5 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 34.5.1 process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
  - 34.5.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
    - (a) nature of the data to be protected;
    - (b) harm that might result from a Data Loss Event;
    - (c) state of technological development; and
    - (d) cost of implementing any measures;
  - 34.5.3 ensure that:
    - (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);
    - (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Processor Personnel who have access to the Personal Data and ensure that they:
      - (i) are aware of and comply with the Supplier's duties under this Clause, Clauses 40 (Confidentiality) and in the case of the Supplier, 26 (Buyer Data and Security Requirements);
      - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

- (iii) 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 Buyer or as otherwise permitted by this Contract; and
  - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 34.5.4 not transfer Personal Data to a Restricted Country unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
  - (b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or Section 75 DPA 2018) as determined by the Buyer;
  - (c) the Data Subject has enforceable rights and effective legal remedies;
  - (d) the Processor complies with its obligations under the Data Protection Legislation by providing an appropriate 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
  - (e) 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
- 34.5.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data. If Personal Data is deleted, the Processor shall provide the Controller with a data destruction certificate confirming such deletion.
- 34.6 Subject to Clause 34.7, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
  - 34.6.1 receives a Data Subject Request (or purported Data Subject Request);
  - 34.6.2 receives a request to rectify, block or erase any Personal Data;
  - 34.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 34.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

- 34.6.5 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
  - 34.6.6 becomes aware of a Data Loss Event, in which case the notification should be made within twenty-four (24) hours of becoming aware.
- 34.7 The Processor's obligation to notify under Clause 34.6 shall include the provision of further information to the Controller in phases, as details become available.
- 34.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.6 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
  - 34.8.1 the Controller with full details and copies of the complaint, communication or request;
  - 34.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 34.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 34.8.4 assistance as requested by the Controller following any Data Loss Event, including support to investigate and mitigate the Data Loss Event; and
  - 34.8.5 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.
- 34.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 34. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - 34.9.1 the Controller determines that the processing is not occasional;
  - 34.9.2 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
  - 34.9.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 34.10 The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor or representative.
- 34.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 34.12 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Processor must:

- 34.12.1 notify the Controller in writing of the intended Sub-processor and processing;
  - 34.12.2 obtain the written consent of the Controller;
  - 34.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 34 such that they apply to the Sub-processor; and
  - 34.12.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 34.13 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 34.14 Not used.
- 34.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this 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**

- 34.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement clauses that are necessary to comply with UK GDPR Article 26 based on the terms set out in the alternative Joint Controller clauses as indicated in Section C, Part C (Alternative Clauses) of the Order Form.

**Where the Parties are Independent Controllers of Personal Data**

- 34.17 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.
- 34.18 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.
- 34.19 Where a Party has provided Personal Data to the other Party in accordance with Clause 34.17, 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.
- 34.20 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 this Contract.
- 34.21 The Parties shall only provide Personal Data to each other:
- 34.21.1 to the extent necessary to perform the respective obligations under this Contract;

- 34.21.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
  - 34.21.3 where it has recorded it in the Schedule of Processing, Personal Data and Data Subjects.
- 34.22 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.
- 34.23 A Party Processing Personal Data for the purposes of this 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.
- 34.24 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 this Contract (“the **Request Recipient**”):
  - 34.24.1 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
  - 34.24.2 where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Request Recipient will:
    - (a) 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
    - (b) 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.
- 34.25 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 this Contract and shall:
  - 34.25.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - 34.25.2 implement any measures necessary to restore the security of any compromised Personal Data;



- 34.25.3 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
- 34.25.4 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.
- 34.26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in the Schedule of Processing, Personal Data and Data Subjects.
- 34.27 Personal Data shall not be retained or Processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in the Schedule of Processing, Personal Data and Data Subjects.
- 34.28 Notwithstanding the general application of Clauses 34.2 to 34.15 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 Clause 34.16 to 34.27.

## 35. **TERMINATION AND EXPIRY**

### 35.1 **Buyer Termination Rights**

#### **Termination on Material Default**

- 35.1.1 The Buyer may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:
  - (a) the Supplier commits a Critical Failure;
  - (b) as a result of any Defaults, the Buyer incurs Losses in any Contract Year which exceed 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clause 19.4.1, 19.4.2, 19.4.3 and 19.4.4;
  - (c) the Buyer expressly reserves the right to terminate this Contract for material Default, including pursuant to any of the following: Clause 23 (IPRs Indemnity), Clause 46.5.2 (Prevention of Fraud and Bribery) and Paragraph 4 of Schedule 8 (Financial Distress);
  - (d) the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy;
  - (e) the Supplier commits a Default, including a material Default, which in the opinion of the Buyer is remediable but has not remedied such Default to the satisfaction of the Buyer in accordance with the Rectification Plan Process;
  - (f) the Buyer has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract; and/or

- (g) except in relation to Project Milestones, the Delay of Milestone 5 exceeds the Delay Deduction Period.

35.1.2 For the purpose of Clause 35.1.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

#### **Termination in Relation to Financial Standing**

35.1.3 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Buyer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Contract; or
- (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Contract.

#### **Termination on Insolvency**

35.1.4 The Buyer may terminate this Contract with immediate effect by issuing a written notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

#### **Termination on Change of Control**

35.1.5 The Supplier shall notify the Buyer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

35.1.6 The Supplier shall ensure that any notification made pursuant to Clause 35.1.5 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

35.1.7 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Buyer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where written consent of the Buyer was granted prior to the Change of Control.

#### **Termination for breach of Regulations**

- 35.1.8 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (b) of the Regulations.

**Termination Without Cause**

- 35.1.9 The Buyer shall have the right to terminate this Contract at any time by issuing a Termination Notice to the Supplier giving written notice of at least the number of days stipulated in the Order Form.

**Termination in Relation to the Framework**

- 35.1.10 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier if the Framework is terminated for any reason whatsoever.

**Termination in Relation to Benchmarking**

- 35.1.11 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 Schedule S5 (Benchmarking) where used.

**35.2 Supplier Termination Right**

- 35.2.1 Supplier may issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within thirty (30) days of the date of the Reminder Notice.
- 35.2.2 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).

**35.3 Partial Termination, Suspension and Partial Suspension**

- 35.3.1 Where the Buyer has the right to terminate this Contract, the Buyer shall be entitled to terminate or suspend all or part of this Contract provided always that, if the Buyer elects to terminate or suspend this Contract in part, the parts of this Contract not terminated or suspended can, in the Buyer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Contract.
- 35.3.2 Any suspension of this Contract under Clause 35.3.1 shall be for such period as the Buyer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Buyer.
- 35.3.3 The Parties shall seek to agree the effect of any Change necessitated by a partial termination, suspension or partial suspension in accordance with the Change Control Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:
- (a) an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due

to the exercise of any of the Buyer's termination rights under Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and

- (b) reject the Change.

## 36. CONSEQUENCES OF TERMINATION AND EXPIRY

### 36.1 Consequences of termination under Paragraph 1.2 Schedule S8 (Guarantee) where used, 35.1.1 (Termination on Material Default), 35.1.3 (Termination in Relation to Financial Standing), 35.1.10 (Termination in Relation to Framework Agreement) and 35.1.11 (Termination in Relation to Benchmarking)

#### 36.1.1 Where the Buyer:

- (a) terminates (in whole or in part) this Contract under any of the Clauses referred to in Clause 36.1; and

- (b) then makes other arrangements for the supply of the Services,

the Buyer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer throughout the remainder of the Contract Period provided that Buyer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Buyer to the Supplier until the Buyer has established the final cost of making those other arrangements.

### 36.2 Consequences of termination under Clauses 35.1.9 (Termination without Cause)

#### 36.2.1 Subject to Part E (Early Termination Fee(s)) of Schedule 2 (Charges and Invoicing), where the Buyer terminates (in whole or in part) this Contract under Clause 35.1.9 (Termination without Cause) and Attachment 2 (Charges) of the Order Form expressly states:

- (a) the Supplier is entitled to be paid an early termination fee pursuant to this Clause 36.2.1 where the Buyer terminates this Contract pursuant to Clause 35.1.9 (Termination without Cause); and
- (b) in detail how any such early termination fee is to be calculated in the event of termination for convenience (including where relevant details of any formula for such calculation),

the Buyer shall pay to the Supplier the Termination Payment (calculated in accordance with Part E (Early Termination Fee(s)) of Schedule 2 (Charges and Invoicing) and due solely as a result of the Buyer terminating this Contract for convenience pursuant to Clause 35.1.9 (Termination Without Cause)).

#### 36.2.2 The Buyer shall not be liable under Clause 36.2.1 to pay any early termination fee(s):

- (a) which are claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;

- (b) which when added to any sums paid or due to the Supplier under this Contract, exceeds the total sum that would have been payable to the Supplier if this Contract had not been terminated; or
- (c) where no such calculation details are expressly set out in Attachment 2 (Charges) of the Order Form.

### **36.3 Consequences of Termination for Any Reason or Expiry**

#### **36.3.1 Save as otherwise expressly provided in this Contract:**

- (a) termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the Buyer or the Supplier under Clauses 8.9 (Specially Written Software), 15.4 and 15.5 (VAT), 15.6 and 15.7 (Set-off and Withholding), 29 (Records and Audits), 11.8 (Employment Liabilities), 16 (Income Tax and National Insurance Contributions), 20 (IPRs), 21 (Transfers and Licenses Granted by the Supplier), 23 (IPRs Indemnity), 40 (Confidentiality), 41 (Transparency and FOIA), 34 (Protection of Personal Data), 19 (Limitation of Liability), 36 (Consequences of Termination or Expiry), 44 (Severance), 51 (Entire Agreement), 52 (Third Party Rights), 54 (Disputes), 55 (Governing Law and Jurisdiction), Schedule 1 (Definitions), Schedule 4 (Dispute Resolution Procedure), Schedule 10 (Exit Management), Schedule S4 (Staff Transfer) where used, Clause C3 (Collaboration Agreement) where used and without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive termination or expiry of this Contract.

#### **36.3.2 The Parties shall comply with the provision of Schedule 10 (Exit Management) and any current Exit Plan in relation to the orderly transition of the Services to the Buyer or a Replacement Supplier.**

### **37. APPOINTMENT OF SUB-CONTRACTORS**

#### **37.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:**

- 37.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and
- 37.1.2 comply with its obligations under this Contract in the delivery of the Services.

#### **37.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:**

- 37.2.1 the proposed Sub-Contractor's name, registered office and company registration number;
  - 37.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
  - 37.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 37.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2, the Supplier shall also provide:
- 37.3.1 a copy of the proposed Sub-Contract; and
  - 37.3.2 any further information reasonably requested by the Buyer.
- 37.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2 (or, if later, receipt of any further information requested pursuant to Clause 37.3), object to the appointment of the relevant Sub-Contractor if it considers that:
- 37.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;
  - 37.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
  - 37.4.3 the proposed Sub-Contractor employs unfit persons;
- in which case, the Supplier shall not proceed with the proposed appointment.
- 37.5 If:
- 37.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:
    - (a) the Supplier's notice issued pursuant to Clause 37.2; and
    - (b) any further information requested by the Buyer pursuant to Clause 37.3; and
  - 37.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 38 (Appointment of Key Sub-contractors)),
- the Supplier may proceed with the proposed appointment.
- 37.6 The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

**38. APPOINTMENT OF KEY SUB-CONTRACTORS**

- 38.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.
- 38.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:
- 38.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
  - 38.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 38.2.3 the proposed Key Sub-Contractor employs unfit persons.
- 38.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 38.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
  - 38.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
  - 38.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 38.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
  - 38.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:
    - (a) the data protection requirements set out in Clause 34 (Protection of Personal Data);
    - (b) the FOIA requirements set out in Clause 41 (Transparency and FOIA);
    - (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
    - (d) the conduct of audits set out in Clause 29 (Records and Audit);
  - 38.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 35 and 36 of this Contract;
  - 38.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer;

- 38.3.8 a provision requiring the Key Sub-Contractor to participate in, and if required by the Buyer in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-Contractors in, the Multi-Party Dispute Resolution Procedure;
- 38.3.9 a provision requiring the Key Sub-Contractor to:
  - (a) promptly notify the Supplier and the Buyer in writing of any of the following of which it is, or ought to be, aware:
    - (i) the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor; or
    - (ii) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor,

and in any event, provide such notification within ten (10) Working Days of the date on which the Key Sub-Contractor first becomes aware of such; and

- (b) co-operate with the Supplier and the Buyer in order to give full effect to the provisions of Schedule 8 (Financial Distress), including meeting with the Supplier and the Buyer to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 3.3.2(b) of Schedule 8 (Financial Distress).

## 39. SUPPLY CHAIN PROTECTION

### Advertising Sub-Contract Opportunities

- 39.1 The Supplier shall:
  - 39.1.1 subject to Clauses 39.3 and 39.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the Goods and/or Services above a minimum threshold of £25,000 that arise during the Contract Period;
  - 39.1.2 within ninety (90) days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
  - 39.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
  - 39.1.4 provide reports on the information at Clause 39.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
  - 39.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 39.2 Each advert referred to in Clause 39.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.



- 39.3 The obligation at Clause 39.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.
- 39.4 Notwithstanding Clause 39.1 the Buyer may, by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

#### **Supply Chain Protection**

- 39.5 The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:
- 39.5.1 giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law;
  - 39.5.2 requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
  - 39.5.3 that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-paragraph 39.5.2, the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph 39.5.4 after a reasonable time has passed;
  - 39.5.4 requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
  - 39.5.5 giving the Buyer a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
  - 39.5.6 requiring the Sub-Contractor to include a clause to the same effect as this Clause 39 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.
- 39.6 The Supplier shall:
- 39.6.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days of verifying that the invoice is valid and undisputed;
  - 39.6.2 include within the Monthly Performance Reports required under Part B of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with Clause 39.6.1, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.
- 39.7 Notwithstanding any provision of Clauses 40 (Confidentiality) and 25 (Publicity and Branding) if the Supplier notifies the Buyer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).
- 39.8 The Buyer may require the Supplier to terminate:

- 39.8.1 a Sub-Contract where:
- (a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Buyer's right of termination pursuant to any of the termination events in Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and/or
  - (b) the relevant Sub-Contractor or its Affiliates embarrassed the Buyer or otherwise brought the Buyer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Buyer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or
- 39.8.2 a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
- (a) the Buyer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
  - (b) the Buyer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Buyer was given notice of the Change of Control.

#### 40. **CONFIDENTIALITY**

- 40.1 For the purposes of this Clause 40, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 40.2 Except to the extent set out in this Clause 40 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 40.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
  - 40.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
  - 40.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and
  - 40.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 40.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- 40.3.1 the Recipient is required to disclose the Confidential Information by Law;
- 40.3.2 the need for such disclosure arises out of or in connection with:
  - (a) any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;
  - (b) the purpose of the examination and certification of the Buyer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer is making use of any Services provided under this Contract; or
  - (c) the conduct of a Central Government Body review in respect of this Contract;
- 40.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 40.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 40.5 Subject to Clauses 40.2 and 40.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:
  - 40.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and
  - 40.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 40.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 40, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 40.7 The Buyer may disclose the Confidential Information of the Supplier:
  - 40.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;
  - 40.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - 40.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

- 40.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;
- 40.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 40.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this Clause 40.

- 40.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause 40, the Buyer reserves the right to terminate this Contract for material Default.

#### 41. **TRANSPARENCY AND FOIA**

- 41.1 The Parties acknowledge that:

- 41.1.1 the Transparency Reports; and
- 41.1.2 the content of this Contract, including any changes to this Contract agreed from time to time, except for:
  - (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
  - (b) Commercially Sensitive Information;

(together the “**Transparency Information**”) are not Confidential Information.

- 41.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 41.3 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 6 (Transparency Reports).
- 41.4 The Supplier acknowledges that the Buyer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
  - 41.4.1 provide all necessary assistance and cooperation as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and EIRs;

- 41.4.2 transfer to the Buyer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
  - 41.4.3 provide the Buyer with a copy of all Information held on behalf of the Buyer which is requested in a Request For Information and which is in its possession or control in the form that the Buyer requires within five (5) Working Days (or such other period as the Buyer may reasonably specify) of the Buyer's request for such Information; and
  - 41.4.4 not respond directly to a Request For Information addressed to the Buyer unless authorised in writing to do so by the Buyer.
- 41.5 The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Buyer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Buyer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

**42. WAIVER**

- 42.1 A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 42.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

**43. FURTHER ASSURANCES**

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

**44. SEVERANCE**

- 44.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.
- 44.2 In the event that any deemed deletion under Clause 44.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of

risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

- 44.3 If the Parties are unable to agree on the revisions to this Contract within 5 Working Days of the date of the notice given pursuant to Clause 44.2, the matter shall be dealt with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 4 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within 30 Working Days of the matter being referred to them, this Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Contract is terminated pursuant to this Clause 44.3.

45. **RELATIONSHIP OF THE PARTIES**

- 45.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

46. **PREVENTING FRAUD BRIBERY AND CORRUPTION**

- 46.1 The Supplier must not during the Contract Period:
- 46.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor
  - 46.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 46.2 The Supplier must during the Contract Period:
- 46.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;
  - 46.2.2 keep full records to show it has complied with its obligations under this Clause 46 and give copies to the Buyer on request; and
  - 46.2.3 if required by the Buyer, within twenty (20) Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied with this Clause 46, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 46.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 46.1 and 46.2 or has any reason to think that it, or any of the Supplier Personnel, has either:
- 46.3.1 been investigated or prosecuted for an alleged Prohibited Act;
  - 46.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

- 46.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or
- 46.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.
- 46.4 If the Supplier notifies the Buyer as required by Clause 46.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.
- 46.5 If the Supplier breaches Clause 46.2 , the Buyer may by notice:
  - 46.5.1 require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
  - 46.5.2 immediately terminate this Contract for material Default.
- 46.6 In any notice the Supplier gives under Clause 46.3 it must specify the:
  - 46.6.1 Prohibited Act;
  - 46.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
  - 46.6.3 action it has decided to take.

#### **47. EQUALITY, DIVERSITY AND HUMAN RIGHTS**

- 47.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:
  - 47.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
  - 47.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 47.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

#### **48. ASSIGNMENT AND NOVATION**

- 48.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Buyer.
- 48.2 The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:
  - 48.2.1 any Central Government Body; or

48.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer,

and the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 48.2.

48.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not, subject to Clause 48.4, affect the validity of this Contract and this Contract shall be binding on any successor body to the Buyer.

48.4 If the Buyer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Buyer (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Buyer under Clause 35.1.4 as if references in that Clause to the Supplier and to Supplier or Guarantor (if applicable) in the definition of Insolvency Event were references to the Successor Body).

#### 49. **CHANGE**

##### **Change Control Procedure**

49.1 Any requirement for a Change shall be subject to the Change Control Procedure.

##### **Change in Law**

49.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:

49.2.1 a General Change in Law; or

49.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

49.3 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 49.2.2), the Supplier shall:

49.3.1 notify the Buyer as soon as reasonably practicable of the likely effects of that change, including:

(a) whether any Change is required to the Services, the Charges or this Contract; and

(b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Performance Measures; and

49.3.2 provide the Buyer with evidence:



- (a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
- (b) as to how the Specific Change in Law has affected the cost of providing the Services; and
- (c) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Schedule S7 (Continuous Improvement) where used, has been taken into account in amending the Charges.

49.3.3 Any change in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 49.2.2) shall be implemented in accordance with the Change Control Procedure.

## 50. NOTICES

50.1 Any notices sent under this Contract must be in writing.

50.2 Subject to Clause 50.3, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1 <sup>st</sup> Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

50.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 50.2:

50.3.1 notices issued by the Supplier pursuant to Clause 35.2 (Termination by the Supplier);

50.3.2 Termination Notices; and

50.3.3 Dispute Notices.

50.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 50.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 50.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

50.5 This Clause 50 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 4 (Dispute Resolution Procedure)).

50.6 For the purposes of this Clause 50, the address and email address of each Party shall be the address and email address set out in the Order Form.

## 51. ENTIRE AGREEMENT

51.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

51.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

51.3 Nothing in this Clause 51 shall exclude any liability in respect of misrepresentations made fraudulently.

## 52. THIRD PARTY RIGHTS

52.1 The provisions of Clause 23 (IPRs Indemnity), Paragraphs 2.1 and 3.1 of Part A, Paragraphs 2.1, 3.1 and 3.3 of Part B, Paragraphs 1.2 and 1.5 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.5 of Part E of Schedule S4 (Staff Transfer) where used and the provisions of Paragraph 8.9 of Schedule 10 (Exit Management) (together “**Third Party Provisions**”) confer benefits on persons named or identified in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

52.2 Subject to Clause 52.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

52.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

52.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 52.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**53. CONFLICTS OF INTEREST**

53.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier's staff are placed in the position of an actual or potential Conflict of Interest.

53.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

53.3 The Buyer can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

**54. DISPUTES**

54.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.

54.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

**55. GOVERNING LAW AND JURISDICTION**

55.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

55.2 Subject to Clause 54 (Disputes) and Schedule 4 (Dispute Resolution Procedure) (including the Buyer's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

**56. SERVICE RECIPIENTS**

56.1 The Parties shall comply with the provisions of Schedule S11 (Service Recipients).

## SCHEDULE 1 - DEFINITIONS

<b>Acceptance Into Service (AIS)</b>	a set of criteria used to ensure that a service meets its functionality and quality requirements and that the Supplier is ready to operate the Services when it has been deployed
<b>Achieve</b>	means: (a) in respect of a Test, to successfully pass a Test without any Test Issues; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule S2 (Testing Procedures) where used, and <b>“Achieved”</b> and <b>“Achievement”</b> shall be construed accordingly
<b>Affected Party</b>	means the Party seeking to claim relief in respect of a Force Majeure Event
<b>Affiliates</b>	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time
<b>Aged Tickets</b>	Incident Tickets that have been in a Resolver Group for more than 5 days
<b>Agile</b>	the Agile methodology is a way to manage a Project by breaking it up into several phases
<b>AI Chat</b>	Artificial Intelligence chat
<b>Answer Handling Time</b>	a metric that measures the average length of a User’s Contact to the Service Desk
<b>Approval</b>	means, in respect of a Documentary Deliverable, to successfully meet its Quality Criteria and have an Approval Certificate issued, and <b>“Approve”</b> and <b>“Approved”</b> shall be construed accordingly
<b>Approval Certificate</b>	a certificate supplied by the Buyer when a Documentary Deliverable meets all its Quality Criteria
<b>Approval Failure</b>	has the meaning given to it in Paragraph 6.27.1 of Schedule S1 (Implementation Plan)
<b>Approval Success</b>	has the meaning given to it in Paragraph 6.26.1 of Schedule S1 (Implementation Plan)
<b>Approved Sub-Licensee</b>	means any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or

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	(c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer
<b>Architecture</b>	the complex or carefully designed structure of something
<b>ART</b>	Average Resolution Time (average length of chat)
<b>Asset Management</b>	the process of ensuring an organisation's assets are accounted for, deployed, maintained, upgraded, and disposed of when the time comes
<b>Assets</b>	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Buyer Assets
<b>AT Users</b>	Assisted Technology Users
<b>Attachment</b>	means an attachment to the Order Form
<b>Auditor</b>	means: (a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above
<b>Authorised Channels</b>	pre agreed communication Channels for specific subjects
<b>Authority</b>	shall have the same meaning as the term "Buyer"
<b>Availability KPI</b>	a metric that measures the availability of the Service Desk
<b>Balanced Scorecard Report</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
<b>BCDR Plan</b>	means the plan prepared pursuant to Paragraph 2.1 of Schedule S6 (Business Continuity and Disaster Recovery), as may be amended from time to time
<b>Benefits Plan</b>	a plan that details the Benefits expected of the Contract and how and when it will be delivered
<b>Breach of Security</b>	the occurrence of: (a) any unauthorised access to or use of the Services, the Sites, the IT Environment and/or any IT, information or data (including the

	<p>Confidential Information and the Buyer Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Buyer Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy (if any)</p>
<b>Business Continuity (BC)</b>	a business's level of readiness to maintain critical functions after an emergency or disruption
<b>Business Continuity Management (BCM)</b>	a term used to refer to the capacity of the Buyer to carry out its critical work and business functions should a disruption occur
<b>Business Operation</b>	the activities and tasks an organisation uses to provide its Services
<b>Business Plan and Relationship Strategy</b>	a Business Plan details out how the contract is run from day to day.
<b>Business Requirements</b>	means the document setting out the Buyer's requirements that is included in the Services Specification
<b>Business Unit</b>	a sub-group within one of the Buyer's major organisational divisions.
<b>Buyer</b>	means the organisation eligible to use the Framework as specified in the Order Form
<b>Buyer Assets</b>	means the Buyer's and Service Recipients' infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer or Service Recipients and which is or may be used in connection with the provision of the Services details of which shall be set out in the Order Form
<b>Buyer Background IPRs</b>	<p>means</p> <p>(a) IPRs owned by the Buyer and/or a Service Recipient before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Buyer and/or a Service Recipient independently of this Contract; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p> <p>but excluding IPRs owned by the Buyer and/or a Service Recipient subsisting in the Buyer Software</p>
<b>Buyer Cause</b>	<p>any material breach by the Buyer of any of the Buyer Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Buyer to which the Supplier has given its prior consent; or</p>

	(b) caused by the Supplier, any Sub-Contractor or any Supplier Personnel
<b>Buyer Data</b>	<p>means:</p> <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:</p> <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Buyer and/or a Service Recipient; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</li> </ul> <p>(b) any Personal Data for which the Buyer and/or a Service Recipient is the Controller</p>
<b>Buyer Personnel</b>	means all persons employed or engaged by the Buyer and Service Recipients together with the Buyer's and Service Recipients' agents, consultants and contractors of the Buyer and Service Recipients, including personnel delegated to carry out work on behalf of the Buyer
<b>Buyer Premises</b>	means premises owned, controlled or occupied by the Buyer and/or a Service Recipient which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form
<b>Buyer Representative</b>	means the representative appointed by the Buyer as may be changed from time to time in accordance with Clause 28.4, the details of which as at the Commencement Date are set out in the Order Form
<b>Buyer Responsibilities</b>	means the responsibilities of the Buyer set out in Schedule S13 (Buyer Responsibilities) or agreed in writing between the Parties from time to time in connection with this Contract
<b>Buyer Satisfaction</b>	the Buyer's confident acceptance of something as satisfactory, dependable, true, etc.
<b>Buyer Software</b>	software which is owned by or licensed to the Buyer and/or a Service Recipient (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services
<b>Buyer System</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer and/or a Service Recipient or the Supplier in connection with this Contract which is owned by the Buyer and/or a Service Recipient or licensed to it and/or a Service Recipient by a third party and which interfaces with the Supplier System or which is necessary for the Buyer and/or a Service Recipient to receive the Services



<b>Buyer's Processes and Procedures</b>	<b>Architecture</b>	the Architecture Process and Procedures developed by the Buyer
<b>Buyer's Entitlement</b>	<b>Existing</b>	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges
<b>CAB</b>		Change Approval Board
<b>Call Off Tender</b>		means the response submitted by the Supplier to the Buyer in response to the invitation for further competition and contained in Section D of the Order Form
<b>Call Off Terms</b>		means these terms and conditions
<b>Caller Identification</b>		means an automated system to identify the User
<b>CCS</b>		means Crown Commercial Service, the authority to the Framework
<b>Central Body</b>	<b>Government</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency
<b>Change</b>		means any change to this Contract
<b>Change Procedure</b>	<b>Control</b>	means the procedures for changing this Contract set out in Part A and Part B of Schedule 5 (Change Control Procedure) and either Part A or Part B shall apply to this Contract as indicated in the Order Form
<b>Change in Law</b>		means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date
<b>Change Log</b>		a list of impacts to the estate or Project that need to be assessed by the Buyer and Supplier
<b>Change Management</b>		the process responsible for controlling the lifecycle of all Changes, enabling beneficial changes to be made with minimum disruption to IT Services
<b>Change Request</b>		has the meaning given to it in Part B of Schedule 5 (Change Control Procedure)

<b>Change Ticket</b>	means an ITSM Toolset Ticket type
<b>Channel</b>	a fixed or official course of communication
<b>Charges</b>	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 2 (Charges and Invoicing), including any Milestone Payment or Service Charge
<b>Chatbot</b>	the interface that provides an intelligent response to the User Contact - The Buyer's ITSM Toolset Chatbot provides the initial point of contact prior to a Live Chat contact with a Service Desk agent being initiated
<b>COB</b>	Close Of Business
<b>Commencement Date</b>	means the date specified as such in the Order Form
<b>Commercially Sensitive Information</b>	the Confidential Information listed in Section D of the 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 Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
<b>Communication Plan</b>	a written document describing who, what, when and how communications shall be made and to whom
<b>Comparable Supply</b>	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services
<b>Compensation for Critical Failure</b>	has the meaning given to it in Clause 10.1.2
<b>Complaint</b>	a statement that something is unsatisfactory or unacceptable
<b>Compliments, Complaints and Escalation (CCE) Team</b>	the Buyer's Compliments, Complaints and Escalation team
<b>Confidential Information</b>	means the Buyer's confidential information and/or the Service Recipient's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:  (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;  (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;  (c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or

	(d) was independently developed without access to the Confidential Information
<b>Configuration Item (CI)</b>	any component that needs to be managed to deliver an IT Service
<b>Configuration Management</b>	the process responsible for ensuring that assets required to deliver Services are properly controlled and that accurate and reliable information about those assets is available when needed
<b>Configuration Management Database</b>	a database used to store configuration records throughout their lifecycle. The configuration management system maintains one or more configuration management databases, and each database stores attributes of configuration items, and relationships with other configuration items
<b>Conflict of Interest</b>	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
<b>Contact</b>	communicate with (someone), typically in order to give or receive information
<b>Contact Channels</b>	the method or communication channel a customer uses to interact with a User
<b>Contract</b>	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of: (a) the Order Form; and (b) the Call Off Terms
<b>Contract Period</b>	means the period commencing on the Commencement Date and ending on: (a) expiry of the Initial Term or the Extension Period; or (b) on the earlier of termination of this Contract, which for the avoidance of doubt may not exceed the Maximum Contract Period
<b>Contract Value</b>	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
<b>Contract Year</b>	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof
<b>Contracts Finder</b>	means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015

<b>Control</b>	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly
<b>Controller</b>	has the meaning given to it in the UK GDPR
<b>Core Processes</b>	are presented as a helpful and systematic way to manage the different steps to achieve an expected result
<b>Critical Failure</b>	means any instance of critical failure specified in Part C of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Crown Body</b>	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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
<b>CRTPA</b>	means the Contracts (Rights of Third Parties) Act 1999
<b>CSI</b>	Continual Service Improvement
<b>Daily KPI Performance Tracker</b>	means a daily report that is provided by the Supplier to the Buyer, that provides the previous day's SLT and KPI performance
<b>Data Loss Event</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
<b>Data Protection Impact Assessment</b>	means an assessment by the Controller carried out in accordance with Section 3 of Chapter IV of the UK GDPR and sections 64 and 65 of the DPA 2018
<b>Data Protection Legislation</b>	means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the DPA 2018
<b>Data Protection Officer</b>	has the meaning given to it in the UK GDPR
<b>Data Subject</b>	has the meaning given to it in the UK GDPR
<b>Data Subject Request</b>	means 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
<b>Default</b>	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in

	relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer
<b>Defect</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any error, damage or defect in the manufacturing of a Deliverable; or</li> <li>(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li> <li>(c) any failure of any Deliverable to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or</li> <li>(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria</li> </ul>
<b>Delay</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a delay in the Achievement of a Milestone by its Milestone Date; or</li> <li>(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan</li> </ul>
<b>Delay Deduction Period</b>	the period of one hundred (100) days commencing on the relevant Milestone Date
<b>Delay Payment Rate</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Delay Payments</b>	means the amounts payable by the Supplier to the Buyer in respect of a Delay in Achieving a Milestone as specified in Schedule 2 (Charges and Invoicing)
<b>Deliverable Descriptions</b>	detailed description of the Deliverable for the Project
<b>Deliverables</b>	means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract which may be either a Documentary Deliverable or a Non-Documentary Deliverable
<b>Detailed Implementation Plan</b>	means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule S1 (Implementation Plan) where used

<b>Disaster</b>	any unexpected problem that results in a slowdown, interruption or failure in a key system or network
<b>Disaster Recovery</b>	an organisation's ability to restore access and functionality to IT infrastructure after a disaster event, whether natural or caused by human action (or error)
<b>Disaster Recovery Testing</b>	the process to ensure that an organisation can restore data and applications and continue operations after an interruption of its services, critical IT failure or complete disruption
<b>Dispute</b>	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure
<b>Dispute Resolution Procedure</b>	means the dispute resolution procedure set out in Schedule 4 (Dispute Resolution Procedure)
<b>Document Approval Procedure</b>	the procedures for review and Approval of Documentary Deliverables as set out in Paragraph 6 of Schedule S1 (Implementation Plan)
<b>Document Review Plan</b>	a plan for undertaking the review and Approval of a Documentary Deliverable, as described in Paragraph 6 of Schedule S1 (Implementation Plan)
<b>Documentary Deliverable</b>	deliverables that take the form of Documentation
<b>Documentation</b>	means all documentation as: <ul style="list-style-type: none"> <li>(a) is required to be supplied by the Supplier to the Buyer under this Contract;</li> <li>(b) 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 Services;</li> <li>(c) is required by the Supplier in order to provide the Services; and/or</li> <li>(d) has been or shall be generated for the purpose of providing the Services</li> </ul>
<b>DPA 2018</b>	means the Data Protection Act 2018
<b>Due Diligence Information</b>	any information supplied to the Supplier by or on behalf of the Buyer prior to the Commencement Date
<b>Early Life Support</b>	a period of heightened support following the Services Commencement Date

<b>EIR</b>	the Environmental Information Regulations 2004
<b>Electronic Invoice</b>	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
<b>Emergency Maintenance</b>	<p>means ad hoc and unplanned maintenance provided by the Supplier where:</p> <ul style="list-style-type: none"> <li>(a) the Buyer reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or</li> <li>(b) the Supplier reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault</li> </ul>
<b>Employment Liabilities</b>	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</li> <li>(f) employment claims whether in tort, contract or statute or otherwise;</li> <li>(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation</li> </ul>

<b>Enhanced Features</b>	<b>Channel</b>	enhancements to Contact Channels that improve the User Experience and support provided
<b>Escalation</b>		an increase in the intensity or seriousness of something; an intensification
<b>Estimated Year 1 Charges</b>		means the sum in pounds estimated by the Buyer to be payable by it to the Supplier as the total aggregate Charges from the Commencement Date until the end of the first Contract Year stipulated in the Order Form
<b>Euro Compliant</b>		<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Buyer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> <li>(a) be able to perform all such functions in any number of currencies and/or in euros;</li> <li>(b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;</li> <li>(c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;</li> <li>(d) incorporate protocols for dealing with rounding and currency conversion;</li> <li>(e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and</li> <li>(f) permit the input of data in euro and display an outcome in euro where such data, supporting the Buyer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK</li> </ul>
<b>European Standard</b>		shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Event Management</b>		is a process when a proactive issue is identified against the Services or systems and an Incident should be raised in the Buyer's ITSM Toolset and assigned to the appropriate Resolver Group immediately. The process responsible for managing events throughout their lifecycle.



	Incidents are raised by the Buyer or Other Suppliers and for the avoidance of doubt are not raised by the Service Desk
<b>Exclusion Report</b>	a report of Tickets logged during a Service Period which the Parties have agreed to exclude from the calculation of Service Levels, Critical Service Failure and Key Performance Indicators for that Service Period, in accordance with the exclusion principles set out in the terms of reference for the Service Desk Governance Board
<b>Exit Charges</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Exit Day</b>	shall have the meaning in the European Union (Withdrawal) Act 2018
<b>Exit Management</b>	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Buyer and/or a Replacement Supplier, as set out or referred to in Schedule 10 (Exit Management)
<b>Exit Plan</b>	means the plan produced and updated by the Supplier during the Contract Period in accordance with Paragraph 4 of Schedule 10 (Exit Management) where used
<b>Extension Period</b>	means (where applicable) a period as specified in the Order Form to take effect from the end of the Initial Term
<b>Financial Response Template</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>First Contact Resolution (FCR)</b>	Incidents which can be resolved at first contact with the User
<b>First Draft Delivery Date</b>	the planned date by which the Supplier shall submit a draft Documentary Deliverable to the Buyer
<b>Fixed Charges</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>FOIA</b>	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
<b>Force Majeure Event</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other

	failure in the Supplier's or a Sub-Contractor's supply chain
<b>Force Majeure Notice</b>	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event
<b>Framework</b>	means the framework agreement reference RM6100 between the Supplier and CCS
<b>FRT</b>	First Response Time
<b>GDS Service Manual</b>	Government Digital Service's Service Manual
<b>General Change in Law</b>	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply
<b>Gold Users</b>	MoJ senior staff that attend Gold Command
<b>Good Industry Practice</b>	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector
<b>Governance Plan</b>	shall mean the 'Service Desk Governance Plan v6.0.docx', which can be found in Annex 2 to Schedule 7 (Governance), or its successor as provided by the Buyer to the Supplier from time to time
<b>Government</b>	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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
<b>Government Buying Standards</b>	means the Government's buying standards for goods and services which can be found at: <a href="https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs">https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</a> as updated from time to time
<b>Guarantee</b>	means a deed of guarantee executed by the Guarantor in favour of the Buyer in the form set out in the Annex of Schedule S8 (Guarantee) where used
<b>Guarantor</b>	means the entity (if any) set out in the Order Form who executes a Guarantee in favour of the Buyer
<b>Head of Service Desk</b>	a Job title for a MoJ grade 6 Head of Service Desk
<b>Highlight Report</b>	a report documenting the key achievements and issues in a Project environment

<b>Hours of Service</b>	the Service Desk shall be available to receive and process User contacts for every hour of every day during the Service Period, including public holidays
<b>ICT Policy</b>	means the Buyer's ICT policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
<b>Implementation Board</b>	a board meeting that discusses the progress of the Implementation Project
<b>Implementation Period</b>	the period between the Commencement Date and the Services Commencement Date
<b>Implementation Plan</b>	means either: <ul style="list-style-type: none"> <li>(a) the Outline Implementation Plan or (if and when approved by the Buyer pursuant to Paragraph 3 of Schedule S1 (Implementation Plan)), where used, the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule S1 (Implementation Plan) where used, from time to time; or</li> <li>(b) a plan for the implementation of a Project containing as a minimum: <ul style="list-style-type: none"> <li>(i) Project Milestones;</li> <li>(ii) Milestone Dates; and</li> <li>(iii) any Milestone Payments linked to Project Milestones</li> </ul> </li> </ul>
<b>Implementation Project</b>	the activities to be carried out by the Parties in relation to the implementation of the Services during the Implementation Period
<b>Implementation Project Closure</b>	the authorised, formal, and documented closure of the Implementation Project
<b>Implementation Project Closure Report</b>	a report that details the Implementation Project Closure
<b>Implementation Project Plan Objectives</b>	details the objectives of the Implementation Plan
<b>Incident</b>	an unplanned interruption to an IT Service or a reduction in quality of an IT Service
<b>Incident Management</b>	means tracking and managing the status of Incident records defined and maintained throughout the Incident lifecycle
<b>Incident Report</b>	a report containing the details of an Incident
<b>Incident Severity 1</b>	means failure, or unavailability, or reduction in performance or loss of functionality of all or part of the Services that prevents a group of Users

	<p>from completing their work resulting in critical business impact where there is no alternative way to work.</p> <p>Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>• All communications links to Site A are down</li> <li>• Transaction-processing application is unavailable to all users</li> <li>• E-Commerce website is unavailable to customers</li> </ul>
<b>Incident Severity 2</b>	<p>means failure, or unavailability, or reduction in performance or loss of functionality of all or part of the Services that results in significant business impact where there is no alternative way to work.</p> <p>Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Warehouse running at reduced capacity</li> <li>• One floor of office building without IT access</li> <li>• Non real-time system unavailable</li> </ul>
<b>Incident Severity 3</b>	<p>means either:</p> <ul style="list-style-type: none"> <li>(a) failure, or unavailability, or reduction in performance or loss of functionality of all or part of the Services without significant business impact; or</li> <li>(b) a single User is impacted by unavailability, loss of functionality or a reduction in performance of all or part of the Services.</li> </ul> <p>Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Single User unable to work</li> <li>• System running slowly for a few Users</li> <li>• Intermittent network problems</li> </ul>
<b>Incident Severity 4</b>	<p>means any other Incident that is none of the above and has no impact from a User perspective but requires management.</p> <p>Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>• User unable to print to specific printer</li> <li>• Power supply failed on PC</li> <li>• Desktop software corruption issue</li> </ul>
<b>Incident Template</b>	<p>a template that sets out the Minimum Data Set required to be captured for that type of Incident to enable the Incident to be progressed and resolved</p>
<b>Incident Ticket</b>	<p>a detailed record of an Incident in the form of a completed Incident Template</p>
<b>Incumbent Supplier</b>	<p>the Buyer's current Service Desk providers and their sub-contractors</p>

<b>Indemnified Person</b>	means the Buyer, each Service Recipient and each and every person to whom the Buyer (or any direct or indirect sub-licensee of the Buyer) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract
<b>Independent Control</b>	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
<b>“Indexation” and “Index”</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>In-Flight Projects</b>	Projects that are already in progress
<b>Information</b>	has the meaning given to it under section 84 of the Freedom of Information Act 2000
<b>Information Assurance</b>	the assurance that information (people, process, policies, infrastructure, and applications) considers wider security and threats and includes the measures deployed to reduce risk to an acceptable level in line with the Buyer's risk appetite
<b>Information Security Management Framework</b>	an IT security framework is a series of documented processes that define policies and procedures around the implementation and ongoing management of information security controls
<b>Initial Service Recipients</b>	takes the meaning given to it in Schedule S11 (Service Recipients)
<b>Initial Term</b>	means a period from the Commencement Date as specified in the Order Form
<b>Innovation</b>	new ideas, more effective processes, improved solutions that are identified during the Service Period
<b>Insolvency Event</b>	<p>means, in respect of the Supplier or Guarantor (as applicable):</p> <ul style="list-style-type: none"> <li>(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>(b) a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>(c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> </ul>

		<p>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>(e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>(g) being a “small company” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>(i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction</p>
<b>Intellectual Property Rights or IPR</b>	<b>Property</b>	<p>means:</p> <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 names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
<b>Interactive Response (IVR)</b>	<b>Voice</b>	is an automated phone system technology that allows incoming callers to access information via a voice response system of pre-recorded messages
<b>IPRs Claim</b>		means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Buyer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Specification or the provisions of this Contract
<b>Issue Log</b>		a list where issues are collected as either ongoing or closed
<b>IT</b>		means information and communications technology

<b>IT Environment</b>	means the Buyer System and the Supplier System
<b>IT Self-Healing</b>	self-help content and ability to resolve faults by the User
<b>IT Service</b>	IT services are the designing, installation and implementation of new IT systems, servers, networks, cybersecurity etc
<b>IT Service Continuity Event</b>	an event which prevents the Supplier from providing all or a material part of the Services to the Buyer
<b>IT Service Continuity Management (ITSCM)</b>	the process responsible for managing risks that could seriously affect IT Services
<b>IT Service Continuity Plan</b>	a plan defining the steps required to recover one or more IT Services. It triggers people to be involved and communications and is a subordinate plan to one or more business continuity plans
<b>IT Service Continuity Test Plan</b>	a plan that depicts the timeline to invoke the testing of ITSC
<b>IT Service Continuity Test Programme</b>	the overarching programme for testing end to end ITSC
<b>IT Service Continuity Testing</b>	the process for testing that ITSC plans are fit for purpose
<b>ITIL</b>	IT Infrastructure Library Framework
<b>ITSM Toolset</b>	means the Buyer's IT Service Management Toolset, a set of predefined tools used to support the delivery of the Services, as defined by and provided by the Buyer
<b>JML</b>	Joiner Movers and Leavers Process
<b>Joint Controllers</b>	where two or more Controllers jointly determine the purposes and means of Processing
<b>Joint Implementation Approach</b>	a document that defines the methods, outline approach, roles and responsibilities of the Parties when implementing the Services
<b>Judge Users</b>	Users that are Judges
<b>Key Performance Indicator Failure</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Key Performance Indicator or KPI</b>	has the meaning given to it in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Key Performance Indicator Target</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)

<b>Key Role</b>	the job role carried out by Key Supplier Personnel as identified in the Order Form
<b>Key Sub-Contract</b>	means each Sub-Contract with a Key Sub-Contractor
<b>Key Sub-Contractor</b>	means any Sub-Contractor: <ul style="list-style-type: none"> <li>(a) listed as such in the Order Form;</li> <li>(b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services and/or Deliverables; and/or</li> <li>(c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract</li> </ul>
<b>Key Supplier Personnel</b>	the individuals (if any) identified as such in the Order Form
<b>Know-How</b>	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;
<b>Knowledge Articles</b>	documents stored in a central repository for consumption of both Users and support staff
<b>Knowledge Management</b>	the deliberate process of making, managing, maintaining, and the ability to share knowledge and expertise within an organisation
<b>Known Error</b>	a problem that has a documented root cause and a workaround
<b>Large RFS</b>	shall have the meaning set out in Schedule S10 (Requests for Service and Projects)
<b>Law</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply
<b>Lessons Learned Register</b>	a learning from experience review documented and maintained throughout a Project but finalised and released as part of the project closure pack at the end of the Project; used to prevent or minimise the reoccurrence of problems or issues but also to capture what went well
<b>Level 1 Escalation</b>	1st Escalation by a User
<b>Level 2 Escalation</b>	2nd Escalation by a User or Service Desk agent
<b>Licensed Software</b>	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or



	pursuant to this Contract, including any Supplier Software, Third Party Software specified in the Order Form and/or any Specially Written Software
<b>Lifecycle</b>	the series of stages an item goes through until completed
<b>Live Chat</b>	the Buyer owned live-chat tool used to route contacts from the Buyer ITSM Tool to the Service Desk agent, also used to describe the communication between the User and the Service Desk agent via this tool
<b>Losses or Loss</b>	means all losses, liabilities, damages, costs, fines, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise
<b>Major Incident</b>	the highest category of impact for an Incident
<b>Major Incident Review</b>	a review of the Major Incident, its cause (if known) and the actions taken to restore the Services
<b>Malicious Software</b>	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
<b>Manage successful Programmes (MSP)</b>	best practice methodology for planning, instigating, managing, and concluding successful programs
<b>Management Information</b>	to bring together relevant information from all areas required to properly inform, at the right level, management information.
<b>Master Ticket</b>	as per 'Parent Ticket'
<b>Maximum Contract Period</b>	means the period from the Commencement Date set out in the Order Form in respect of the applicable lot
<b>Medium RFS</b>	shall have the meaning set out in Schedule S10 (Requests for Service and Projects)
<b>Milestone</b>	<p>means an event or task described in:</p> <ul style="list-style-type: none"> <li>a) the Implementation Plan;</li> <li>b) a Project Plan; or</li> <li>c) a Proposal Document,</li> </ul> <p>as a "Milestone" which, if applicable, shall be completed by the relevant Milestone Date</p>

<b>Milestone 5 / M5</b>	means the Milestone described in the Implementation Plan and upon which, following Achievement, the Supplier is ready to provide the Services to Users and from which both the Fixed and Variable Charges in accordance with Schedule 2, and Service Credits in accordance with Schedule 3, shall apply
<b>Milestone Achievement Certificate</b>	means the certificate to be granted by the Buyer when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule S2 (Testing Procedures)
<b>Milestone Charges</b>	shall mean the Milestone Charges set out in the Milestone Charges tab of the Financial Response Template and are otherwise known as <b>"Milestone Payments"</b>
<b>Milestone Date</b>	means the target date set out against the relevant Milestone in: <ul style="list-style-type: none"> <li>a) the Implementation Plan;</li> <li>b) a Project Plan; or</li> <li>c) a Proposal Document,</li> </ul> by which the Milestone must be Achieved
<b>Milestone Payment</b>	means a payment identified in: <ul style="list-style-type: none"> <li>a) Schedule 2 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate in respect of Milestones in the Implementation Plan;</li> <li>b) a Project Plan where such payment is to be made following the issue of a Milestone Achievement Certificate in respect of Achievement of the relevant Milestone in the Project Plan; or</li> <li>c) a Proposal Document where such payment is to be made following the issue of a Milestone Achievement Certificate in respect of Achievement of the relevant Milestone in the Proposal Document</li> </ul>
<b>Minimum Data Set (MDS)</b>	the mandatory information that must be captured to log the User's issue as identified in the relevant Incident Template as required as a minimum for a Service Desk agent or Resolver Group to resolve an Incident Ticket
<b>Minimum Service Threshold</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Minor Service Failure</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Mobilisation</b>	is an act of mobilising that organises or prepares the required or planned resources including a group of people or tools and equipment, etc. for the specific purpose

<b>Moderate Service Failure</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Monthly Performance Reports</b>	has the meaning given in Paragraph 1.4 of Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Multi Factor Authentication (MFA)</b>	is an authentication method that requires the User to provide two or more verification factors to gain access to a resource such as an application, online account, or a VPN
<b>New Releases</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item
<b>Non-Documentary Deliverables</b>	any Deliverables excluding Documentary Deliverables
<b>Non-trivial Customer Base</b>	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor
<b>Object Code</b>	means software and/or data in machine-readable, compiled object code form
<b>Open Source</b>	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open-source licence and stating that it is released as open source
<b>Open Source Publication Material</b>	shall have the meaning given to it in Clause 24.2.5
<b>Open Standards</b>	means the Government's open standards found at: <a href="https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</a>
<b>Operating Environment</b>	means the Buyer System and the Sites
<b>Operational Change</b>	as defined in Part B (Long Form Change Control Procedure) of Schedule 5 (Change Control Procedure)
<b>Order</b>	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
<b>Order Form</b>	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other

	information in relation to such Order, including the description of the Services to be provided
<b>Other Supplier</b>	any supplier to the Buyer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware
<b>Outcome Requirements</b>	a set of high-level requirements that define the required outcomes that shall be achieved through implementation of the Services
<b>Outline Exit Plan (or “draft Exit Plan”)</b>	an outline of the Exit Plan
<b>Outline Implementation Plan</b>	the outline plan set out at Attachment 3 (Outline Implementation Plan) of the Order Form (where used)
<b>Outline Project Plan</b>	has the meaning given in Schedule S10 (Service Requests and Projects)
<b>Parent Ticket</b>	earliest open incident ticket for an issue with child tickets.
<b>Party</b>	means a party to this Contract, namely either the Buyer or the Supplier (together the “Parties”)
<b>Payment Planner</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Performance Management</b>	the supervision of an organisation's IT Services to ensure key performance indicators, service levels and budgets comply with the Contract
<b>Personal Data</b>	has the meaning given to it in the UK GDPR
<b>Personal Data Breach</b>	has the meaning given to it in the UK GDPR
<b>Planned Approval Date</b>	the planned date by which a Documentary Deliverable should achieve Approval, as set out in the Document Review Plan
<b>Post Incident Review</b>	the Post Implementation Review takes place after a Change has been implemented
<b>Prince 2</b>	(PProjects IN Controlled Environments) is a structured project management method and practitioner certification programme
<b>Problem</b>	a cause or potential cause of one or more Incidents.
<b>Problem Management</b>	is the process responsible for managing the Lifecycle of all Problems that happen or could happen in an IT Service
<b>Problem Review Board</b>	a formal meeting to discuss unresolved, unusual, or high-impact problems
<b>Problem Ticket</b>	an ITSM Toolset Ticket type

<b>Processing</b>	has the meaning given to it in the UK GDPR and “Process” and “Processed” shall be interpreted accordingly
<b>Processor</b>	has the meaning given to it in the UK GDPR
<b>Processor Personnel</b>	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract
<b>Product Description</b>	<ul style="list-style-type: none"> <li>(a) a document describing a project Deliverable in the form set out in Annex 2 of Schedule S1 (Implementation Plan) and according to content specified by the Buyer; or</li> <li>(b) a description of a product's purpose, composition, derivation and quality criteria, produced at planning time, once the need for the product is identified, in a form and according to content specified by the Buyer</li> </ul>
<b>Prohibited Acts</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(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: <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>(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 this Contract; or</li> <li>(c) committing any offence: <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> </ul> </li> <li>(d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> <li>(e) 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</li> </ul>
<b>Project</b>	has the meaning given in Schedule S10 (Service Requests and Projects)
<b>Project Board</b>	the body representing the major stakeholders consisting of the Major User, Major Supplier and Executive Sponsor responsible for the governance of the Project
<b>Project Closure Report</b>	a document that summarizes the results of a Project

<b>Project Initiation Document (PID)</b>	a document that brings together the key information needed to start the Project on a sound basis and that conveys the information to all concerned with the Project
<b>Project Initiation Process</b>	has the meaning given in paragraph 3.1 of Schedule S10 (Service Requests and Projects)
<b>Project Manager</b>	the person given to the Buyer and responsibility to manage the Project on a day-to-day basis to deliver the required products within the constraints and tolerances agreed with the Project Board
<b>Project Milestone</b>	<p>an event or task described in:</p> <ul style="list-style-type: none"> <li>a) an Implementation Plan;</li> <li>b) a Project Plan; or</li> <li>c) a Proposal Document,</li> </ul> <p>as a “Milestone” which, if applicable, must be completed by the relevant Milestone Date</p>
<b>Project Plan</b>	has the meaning given in Schedule S10 (Service Requests and Projects)
<b>Project Specific IPRs</b>	<p>(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;</p> <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>
<b>Project Test Strategy</b>	a strategy for the conduct of Testing as described in paragraph 3 of Schedule S10 (Requests for Service and Projects)
<b>Proposal Document</b>	shall have the meaning given to it in Schedule S10 (Requests for Service and Projects)
<b>Protective Measures</b>	means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Contract which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule S3 (Security Requirements)

<b>Protective Monitoring Service</b>	the process of monitoring activity on a network, with a view to identifying potentially malicious behaviours and using this detection to protect our network from harm, or to mitigate any harm that is already occurring
<b>Quality</b>	the totality of features and inherent or assigned characteristics of a product, person, process, Service and/or system that bears on its ability to show that it meets expectations or satisfies stated needs, requirements, or specifications
<b>Quality Check</b>	the intensive review in the quality matters to test, inspect, or ask questions in order to find out the highest level of accuracy possible
<b>Quality Criteria</b>	the criteria for Approval by the Buyer of a Documentary Deliverable, including any criteria set out in the Product Description for that Documentary Deliverable
<b>Quality Plans</b>	has the meaning given in Clause 7.1
<b>RAD - Recorded Audio Device</b>	a recorded message placed on the Telephony system to provide the Users with information on Major Incidents or other useful information
<b>Rate Card</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Recovery Time Objective (RTO)</b>	Recovery Time Objective is the maximum acceptable time that the Service Desk Function can be unavailable after an unexpected disaster, failure, or comparable event takes place
<b>Rectification Plan</b>	means the rectification plan pursuant to the Rectification Plan Process
<b>Rectification Plan Process</b>	means the process set out in Clauses 31.3 to 31.8
<b>Regulations</b>	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
<b>Relevant IPRs</b>	means IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Buyer Software, the Buyer Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs
<b>Relevant Requirements</b>	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010

<b>Relevant Transfer</b>	shall have the meaning set out in Schedule S4 (Staff Transfer)
<b>Reminder Notice</b>	means a notice sent in accordance with Clause 35.2.1 given by the Supplier to the Buyer providing notification that payment has not been received on time
<b>Remote Desktop Client</b>	a client application that allows a “client” computer to connect to a “host” computer from a remote location
<b>Repeated Failure Multiplier</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Repeated Service Failure</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Replacement Services</b>	means any services which are the same as or substantially similar to any of the Services and which the Buyer and/or a Service Recipient receives in substitution for any of the Services following the expiry or termination (in whole or in part) of this Contract, whether those services are provided by the Buyer or a Service Recipient internally and/or by any third party
<b>Replacement Supplier</b>	means any third party service provider of Replacement Services appointed by the Buyer and/or a Service Recipient from time to time (or where the Buyer or a Service Recipient is providing replacement Services for its own account, the Buyer or that Service Recipient)
<b>Request for Information</b>	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
<b>‘Request for Service’ or ‘RFS’</b>	shall have the meaning set out in Schedule S10 (Requests for Service and Projects)
<b>Request Management</b>	the process responsible for managing the lifecycle of all Service requests
<b>Resolved Status</b>	a status of an Incident Ticket
<b>Resolver Group</b>	a group within an ITSM Toolset, where Tickets can be assigned
<b>Restricted Country</b>	means any country which is not: <ul style="list-style-type: none"> <li>(a) a member of the European Economic Area;</li> <li>(b) the United Kingdom;</li> <li>(c) Andorra;</li> <li>(d) Argentina;</li> <li>(e) Canada (partial);</li> <li>(f) Faroe Islands;</li> </ul>



	<ul style="list-style-type: none"> <li>(g) Guernsey;</li> <li>(h) Israel;</li> <li>(i) Isle of Man;</li> <li>(j) Japan (partial);</li> <li>(k) Jersey;</li> <li>(l) New Zealand;</li> <li>(m) Republic of South Korea;</li> <li>(n) Switzerland; or</li> <li>(o) Uruguay</li> </ul>
<b>RFS and Project Charges</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Risk Log</b>	a framework and tool which projects use to identify, evaluate and mitigate risk
<b>Risk Register</b>	means the register of risk and contingencies that have been identified by the Parties, a copy of which is set out in Part D of Attachment 2 of the Order Form
<b>RPO</b>	Recovery Point Objective is the point in which unavailability of the Service Desk Function impacts the Buyer in delivery of Justice
<b>RTO</b>	Resolution Time Objective
<b>Satisfaction Forum</b>	shall mean the Satisfaction Forum as described more fully in the Governance Plan
<b>SC Clearance</b>	Security Check (SC) or (SC Cleared) Security Clearance (SC) is the most common type of vetting process. Transferable between government departments, it covers a wide range of jobs from IT and health to government, Defence, and private sectors. Individuals who have achieved SC Clearance are "SC Cleared"
<b>Schedule of Processing, Personal Data and Data Subjects</b>	<p>means the schedule of processing, personal data and data subjects set out in Attachment 9 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including:</p> <ul style="list-style-type: none"> <li>(a) identity of the Controller and Processor;</li> <li>(b) subject matter of processing;</li> <li>(c) duration of the processing;</li> <li>(d) nature and purposes of the processing;</li> <li>(e) type of Personal Data being Processed;</li> </ul>

	<p>(f) categories of Data Subject; and</p> <p>(g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data</p>
<b>Security</b>	the state of being free from danger or threat
<b>Security Assurance Audits Supplier</b>	is a Buyer-appointed supplier with the right to audit the Supplier's security controls (and the Buyer shall use reasonable endeavours to ensure that such supplier does not directly compete with the Supplier in respect of the Services)
<b>Security Incident</b>	an occurrence that actually jeopardises, without lawful authority, the confidentiality, integrity, or availability of information or an information system; or constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies
<b>Security Management Plan</b>	as defined in Schedule S3 (Security Requirements)
<b>Security Management Plan</b>	has the meaning given to it in Schedule S3 (Security Requirements)
<b>Security Operations Centre</b>	is a Buyer central management centre for security logs and alerts.
<b>Security Policy</b>	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
<b>Security Standard</b>	a set of guidelines and good practice with the aim of preventing security breaches
<b>Self – Log</b>	the Buyer owned self-log tool accessible via the Self-Service Portal used to route self-raised incidents from Users to the relevant resolver Group, also used to describe the communication between the User and the Service Desk agent via this tool
<b>Self-Service</b>	an IT Service functionality to enable Users to self-help or self-serve
<b>Self-Service Portal</b>	an IT Service functionality (front-door) to enable Users to self-help or self-serve. The Self-Service Portal shall be the Buyer's ITSM Toolset instance
<b>Service Acceptance Criteria</b>	a set of criteria used to ensure that a service meets its functionality and quality requirements and that the Supplier is ready to operate the Services when it has been deployed

<b>Service Asset &amp; Configuration Management (SACM)</b>	the process responsible for ensuring that the assets required to deliver Services are properly controlled and have accurate and reliable information available at all times
<b>Service Availability</b>	ability of an IT Service or other configuration item to perform its agreed function when required. Availability is determined by reliability, maintainability, serviceability, performance, and security
<b>Service Charges</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Service Continuity</b>	a process meant to support business continuity management (BCM).
<b>Service Credit Cap</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Service Credits</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Service Design</b>	includes the design of the Services, governing practices, processes, and policies required to realise the Supplier's strategy and to facilitate the introduction of Services into supported environments
<b>Service Desk</b>	is a function intended to provide the Buyer or User with information and support related to the Buyer's products and Services; references to the "Service Desk" within this Contract shall be taken to mean the Service Desk Function to be provided by the Supplier as part of the Services
<b>Service Desk Function</b>	the single point of contact between the Supplier and the Users
<b>Service Desk Governance Board</b>	shall mean the Service Desk Governance Board as described more fully in Annex 1 of Schedule 7 (Governance)
<b>Service Governance Board</b>	a Buyer Service Governance Board that takes place monthly, with the Supplier and Buyer to review the performance of the Service Desk for the previous month. Discusses and reviews Continual Service Improvements and any other items pertaining to the Services. Chaired by the Buyer and reports provided by both Parties as agreed in the Business Requirements
<b>Service Level Performance Measure</b>	means Service Level Target and/or KPI Target as defined in Paragraph 2.1 of Schedule 3 (Service Levels)
<b>'Service Level Target' or 'SLT'</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Service Level Target Failure</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Service Levels</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)

<b>Service Measurement Period</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Service Performance</b>	a way of measuring and evaluating the provision of a Service
<b>Service Performance Board</b>	a governance board meeting held monthly between the Parties, to discuss and agree performance
<b>Service Performance Report</b>	a report in the form set out in the terms of reference for the Service Performance Board
<b>Service Period</b>	means a service period which, for the purposes of this Contract and unless otherwise agreed, shall be a recurrent period of one (1) month during the Contract Period
<b>Service Points</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Service Quality</b>	a measure of how the Buyer understands its Users' needs and fulfils their expectations
<b>Service Recipient</b>	has the meaning given to it in Schedule S11 (Service Recipients)
<b>Service Transformation</b>	Service Transformation follows the Services Commencement Date - the purpose shall be to implement improvements to the transitioned Services
<b>Service Transition</b>	Service Transition ensures that new, modified, or retired Services meet the expectations of the business as documented in the Service strategy and Service Design stages of the life cycle
<b>ServiceNow</b>	the Buyer's ITSM platform forming part of the ITSM Toolset
<b>Services</b>	means the services which the Supplier shall make available to the Buyer and the Service Recipients under this Contract as set out or referred to in the Order Form
<b>Services Commencement Date</b>	means the later of: (i) 00:00 on 28 November 2024; and (ii) on a date and time to be decided by the Buyer following Milestone 5 being Achieved by the Supplier
<b>Services Specification</b>	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form, which, for the avoidance of doubt, includes the Business Requirements
<b>Severe Outage</b>	a major failure or interruption to the operation or availability of the Service Desk for more than one Working Day

<b>Severe Service Failure</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Severity</b>	identifier and categorisation of how severe the impact an Incident has on Business Operation which enables Support teams to respond accordingly - See Incident Severity 1, 2, 3 & 4
<b>Shift Left</b>	enabling better support to Users by moving from traditional rigid second and third line support to enable Self-Service support
<b>Silver Users</b>	Silver Users
<b>Single Point of Contact (SPoC)</b>	Single Point of Contact
<b>Single Point of Reference (SPoR)</b>	Single Point of Reference
<b>Sites</b>	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  (a) the Services and/or Deliverables are (or are to be) provided; or  (b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables,  and which are set out in or referred to in the Order Form
<b>Small RFS</b>	shall have the meaning set out in Schedule S10 (Requests for Service and Projects)
<b>SME</b>	Subject Matter Expert
<b>SMRD</b>	Systems Measurements Requirement Document
<b>Social Value Model</b>	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf</a>
<b>Software</b>	means the Specially Written Software, Supplier Software and Third Party Software
<b>Software Supporting Materials</b>	has the meaning given in Clause 21.1.2
<b>Source Code</b>	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software
<b>Specially Written Software</b>	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by

	the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract
<b>Specific Change in Law</b>	means a Change in Law that relates specifically to the business of the Buyer and/or any Service Recipient and which would not affect a Comparable Supply
<b>Speed of Answer</b>	the speed in which a Contact is answered
<b>Stakeholder Map</b>	the visual process of laying out all the stakeholders of a product, project, or idea on one map
<b>Standard Change</b>	a pre-authorised change that is low risk, relatively common and follows a procedure or work instruction
<b>Standard Contractual Clauses</b>	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the Information Commissioner
<b>Standards</b>	means any standards set out or referred to in these Call Off Terms (if any), the Order Form and the Framework
<b>Step-in Services</b>	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
<b>Strategic Outcomes</b>	quantifiable strategic outcome either by statistical results or observable data
<b>Sub-Contract</b>	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof
<b>Sub-Contractor</b>	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
<b>Sub-processor</b>	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract
<b>Supplier</b>	means the entity identified as such in the Order Form
<b>Supplier Background IPRs</b>	means <ul style="list-style-type: none"> <li>(a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the</li> </ul>

	<p>Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Contract,</p> <p>which in each case is or will be used before or during the Contract Period for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software</p>
<b>Supplier COTS Background IPRs</b>	<p>means any embodiments of Supplier Background IPRs that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
<b>Supplier COTS Software</b>	<p>means Supplier Software (including open source software) that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
<b>Supplier Equipment</b>	<p>means the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-Contractors (but not hired, leased or loaned from the Buyer) for the provision of the Services</p>
<b>Supplier Non-COTS Background IPRs</b>	<p>means any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Buyer and that are not Supplier COTS Background IPRs</p>
<b>Supplier Non-COTS Software</b>	<p>means Supplier Software that is not Supplier COTS Software</p>
<b>Supplier Personnel</b>	<p>means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract</p>
<b>Supplier Representative</b>	<p>means the representative appointed by the Supplier as may be changed from time to time in accordance with Clause 28.3, the details of which as at the Commencement Date are set out in the Order Form</p>
<b>Supplier Software</b>	<p>software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes</p>

	of providing the Services, including the software specified as such in the Order Form
<b>Supplier System</b>	means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System)
<b>Supporting Documentation</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Technical Change Management</b>	identifies new technology and then implements it for improved productivity and profitability
<b>Technology Portal</b>	an MoJ internet portal that provides Self Help functions
<b>Telephony</b>	technology associated with interactive communication between two or more physically distant parties via the electronic transmission of speech
<b>Tender</b>	means the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 18
<b>Termination Assistance Period</b>	as defined in Schedule 10 (Exit Management)
<b>Termination Date</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Termination Notice</b>	means 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 this Contract (or any part thereof) on a specified date and setting out the grounds for termination
<b>Termination Payment</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Test and Testing</b>	means any tests required to be carried out under this Contract, as further described in Schedule S2 (Testing Procedure) where used and “ <b>Tested</b> ” shall be construed accordingly
<b>Test Issues</b>	has the meaning given in Schedule S2 (Testing Procedures) where used
<b>Test Success Criteria</b>	(a) has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedure); or (b) in relation to a Project, shall be the test success criteria agreed by the Parties for that Project
<b>Third Party Beneficiary</b>	has the meaning given in Clause 52.1
<b>Third Party COTS IPRs</b>	means Third Party IPRs that:



	<p>(a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base</p>
<b>Third Party COTS Software</b>	<p>means Third Party Software (including open source software) that:</p> <p>(a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and</p> <p>(b) has a Non-trivial Customer base;</p>
<b>Third Party IPRs</b>	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software
<b>Third Party Non-COTS IPRs</b>	means Third Party IPRs that are not Third Party COTS IPRs
<b>Third Party Non-COTS Software</b>	means Third Party Software that is not Third Party COTS Software
<b>Third Party Software</b>	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form
<b>Ticket</b>	record of a User contact with the Service Desk, whether such contact is via Telephony, Live Chat, or the Self-Service Portal, including User details and the reason for making contact, and held in the Buyer's ITSM Toolset
<b>Time and Materials Charges</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Total Milestone Payment</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Touch Level</b>	the type of Ticket which determines the Charges per Ticket as per Schedule 2 (Charges and Invoicing)
<b>Touch Level High Touch</b>	<p>Complex issues that require a significant amount of time and expertise.</p> <p>Source:</p> <p>Service Desk Communication Channel</p> <p>Specifics:</p> <p>All other Buyer Service Desk Incident tickets that do not meet Medium or Low touch criteria</p>

<b>Touch Level Low Touch</b>	<p>Tickets that have been created using self-heal options without the requirement of the Buyer's Service Desk logging the Ticket.</p> <p>Source:</p> <p>Self-Heal</p> <p>Specifics:</p> <p>Incidents that are not created by the Buyer's Service Desk and have been created by the User via the Buyer's Technology Portal</p>
<b>Touch Level Medium Touch</b>	<p>Routinely carried out tasks that can be resolved quickly and easily such as standard enquiries, assistance with common tasks (i.e., how to I map a drive).</p> <p>Source:</p> <p>Service Desk Communication Channel</p> <p>Specifics:</p> <p>Interaction (IMS) query</p>
<b>Touch Level Zero Touch</b>	<p>No effort required from the Service Desk.</p> <p>Source:</p> <p>Service Desk Communication Channel and Self Heal</p> <p>Specifics:</p> <p>Interaction (IMS) is not an enquiry.</p> <p>Any Incident Ticket created that is outside of the Buyer's Service Desk remit</p>
<b>Transition</b>	the process or a period of changing from one state or condition to another
<b>Transition Manager</b>	a manager of Transition
<b>Transition Period</b>	shall mean the period starting on the Commencement Date and ending on the Services Commencement Date
<b>Transition Plan</b>	details the activities and timeline required to reach the Services Commencement Date
<b>Transparency Reports</b>	means the information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports)
<b>Trend Analysis</b>	a technique used to examine and predict movements of an item based on current and historical data
<b>Triage</b>	the assignment of priority levels to tasks or individuals to determine the most effective order in which to deal with them

<b>UAT</b>	User Acceptance Testing
<b>UK GDPR</b>	the UK General Data Protection Regulation
<b>Unconnected contract</b>	<b>Sub-</b> any contract or agreement which is not a Sub-Contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017
<b>Unconnected contractor</b>	<b>Sub-</b> any third party with whom the Supplier enters into an Unconnected Sub-contract
<b>Updates</b>	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item
<b>Upgrades</b>	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Contract Period
<b>User</b>	any person authorised by the Buyer and/or Service Recipients to use the IT Environment and/or the Services
<b>User Experience</b>	how a User interacts with and experiences the Service Desk Function. It includes a User's perceptions of value, ease of use, and efficiency
<b>User Feedback Data</b>	data collected from User feedback
<b>User Feedback Reports</b>	a report that details User feedback that has been analysed to provide insight into the performance of the Services, with suggested improvements
<b>User Satisfaction</b>	the extent to which a User is satisfied with Services received
<b>User Satisfaction Survey</b>	a survey sent to Users to obtain their feedback on a defined subject(s)
<b>User Services</b>	Services provide to the Users
<b>Variable Charges</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>VAT</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
<b>Voice Recognition ID</b>	the voice of the individual whose identity has to be stored in the system
<b>Work Day</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)

<b>Work Day</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Work Hours</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Work Hours</b>	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
<b>Worker</b>	any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Services and/or Deliverables
<b>Workflows</b>	a Workflow is defined as a series of activities that follow execution paths
<b>Working Day</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales
<b>XLA</b>	shall mean Experience Level Agreement

## SCHEDULE 2 - CHARGES AND INVOICING

### 1. DEFINITIONS

In this Schedule 2, the following definitions shall apply:

<b>“Delay Payment Rate”</b>	a daily amount as set out in the column headed ‘Delay Payment Rate’ in Annex A (Milestone Payments and Delay Payments) of this Schedule 2;
<b>“European Standard”</b>	in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>“Exit Charges”</b>	shall mean the Exit Charges as described in Part B (Exit Charges) of this Schedule 2 (Charges and Invoicing);
<b>“Financial Response Template”</b>	the Supplier’s full Financial Response Template for the Services as set out at Annex G to this Schedule 2;
<b>“Fixed Charges”</b>	has the meaning given to it in Paragraph 3 of Part A (Pricing) of this Schedule 2;
<b>“Indexation” and “Index”</b>	the adjustment of an amount or sum in accordance with Paragraph 2 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2;
<b>“Milestone Payment”</b>	has the meaning given to it in Paragraph 2.1 of Part A (Pricing) of this Schedule 2;
<b>“Payment Planner”</b>	means a report provided by the Supplier in respect of each Service Period to the Buyer containing information on historical and forecast consumption and the associated Charges, substantially in the form of Annex E (Payment Planner) to this Schedule 2 (Charges and Invoicing);
<b>“Rate Card”</b>	means the rates set out in Annex D (Rate Card) to this Schedule 2 (Charges and Invoicing);
<b>“RFS and Project Charges”</b>	means the Charges calculated in accordance with Paragraph 4 of Part A (Pricing) of this Schedule 2 (Charges and Invoicing);
<b>“Service Charges”</b>	means the Charges calculated in accordance with Paragraph 3 of Part A (Pricing) of this Schedule 2 (Charges and Invoicing);
<b>“Supporting Documentation”</b>	sufficient information in writing to enable the Buyer reasonably to assess whether the Charges and other sums due from the Buyer detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;

<b>“Termination Date”</b>	the date on which the Contract will terminate as set out in the Termination Notice;
<b>“Termination Payment”</b>	the payment determined in accordance with Part E (Early Termination Fee(s)) of this Schedule 2;
<b>“Time and Materials Charges”</b>	means Charges calculated on a time and materials pricing-basis in accordance with paragraph 6 of Part A (Pricing) of this Schedule 2;
<b>“Total Milestone Payment”</b>	shall be as set out in Annex A (Milestone Payments and Delay Payments) of this Schedule 2;
<b>“Variable Charges”</b>	has the meaning given to it in Paragraph 3 of Part A (Pricing) of this Schedule 2;
<b>“Work Day”</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>“Work Hours”</b>	the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

## 2. SCOPE

2.1 This Schedule 2 comprises:

- 2.1.1 Part A: Pricing;
- 2.1.2 Part B: Exit Charges
- 2.1.3 Part C: Adjustments to the Charges and Risk Register;
- 2.1.4 Part D: Invoicing and Payment Terms;
- 2.1.5 Part E: Early Termination Fee(s)
- 2.1.6 Annex A – Milestone Payments and Delay Payments
- 2.1.7 Annex B – Fixed Charges
- 2.1.8 Annex C – Variable Charges
- 2.1.9 Annex D – Rate Card
- 2.1.10 Annex E – Payment Planner
- 2.1.11 Annex F – Exit Charges and Termination Fees
- 2.1.12 Annex G – Financial Response Template

## PART A: PRICING

### 1. GENERAL

- 1.1 Except as is agreed by the Parties pursuant to the Change Control Procedure, the only Charges payable by the Buyer in respect of the performance by the Supplier of its obligations under this Contract are:
  - 1.1.1 the Milestone Payments payable in accordance with paragraph 2 of this Part A; and
  - 1.1.2 the Service Charges payable in accordance with paragraphs 3 – 8 (inclusive) of this Part A.
  - 1.1.3 Exit Charges payable in accordance with Part B; and
  - 1.1.4 Termination Payment in accordance with Part E.
- 1.2 From the Charges, the Buyer is entitled to deduct delay payments and service credits calculated in accordance with Part C.

### 2. MILESTONE PAYMENTS

- 2.1 On the Achievement of a Milestone the Supplier shall be entitled to invoice the Buyer for the relevant Milestone Payment associated with that Milestone (if any), as detailed in Annex A (Milestone Payments and Delay Payments) of this Schedule 2 (Charges and Invoicing) (the **"Milestone Payment"**).
- 2.2 Each invoice relating to a Milestone Payment shall be supported by a Milestone Achievement Certificate and all relevant Supporting Documentation.
- 2.3 The Milestone Payments are charged on a fixed price basis and are set out in Annex A (Milestone Payments and Delay Payments) of this Schedule 2 (Charges and Invoicing)
- 2.4 In relation to the Implementation, a retention of 20% shall be withheld by the Buyer from each Milestone Payment in respect of Milestones 1-4. On Achievement of Milestone 5 the Supplier shall be entitled to invoice the Buyer for an amount equal to all such withheld retentions less any Delay Payments deducted in accordance with Paragraph 1.2 of Part C of this Schedule 2.
- 2.5 If Delay Payments are applicable in accordance with Part C (Adjustments to the Charges and Risk Register) of this Schedule 2 (Charges and Invoicing) such Delay Payments shall be credited from any payment due at the time or subsequently or may be recovered as a debt.
- 2.6 The Milestone Payments shall not be subject to Indexation.

### 3. SERVICE CHARGES

- 3.1 The Service Charges shall be payable by the Buyer for the relevant Services with effect from the Services Commencement Date and shall comprise:
  - (a) the Fixed Charges (**"Fixed Charges"**) (calculated in accordance with Paragraph 3.2 below);
  - (b) the Variable Charges (**"Variable Charges"**) (calculated in accordance with

Paragraph 3.3 below); and

- (c) the RFS and Project Charges ("**RFS and Project Charges**") (calculated in accordance with Paragraph 4 below),

together the "**Service Charges**".

### 3.2 Fixed Charges

3.2.1 The Fixed Charges payable by the Buyer are set out in Annex B (Fixed Charges) of this Schedule 2 (Charges and Invoicing). The Supplier shall be entitled to Index the Fixed Charges in accordance with Paragraph 2 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2 (Charges and Invoicing).

3.2.2 The Fixed Charges shall be payable on a monthly basis by reference to the monthly base price set out in the "Fixed Charges" tab of the Financial Response Template.

### 3.3 Variable Charges

3.3.1 The Variable Charges payable by the Buyer are set out in Annex C (Variable Charges) of this Schedule 2 (Charges and Invoicing). The Supplier shall be entitled to Index the Variable Charges in accordance with Paragraph 2 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2 (Charges and Invoicing).

3.3.2 The Variable Charges shall be calculated on a monthly basis by reference to:

- (a) volumes of each Touch Level (as defined in the Financial Response Template) handled by the Supplier; and
- (b) the relevant Volume Bands for each Touch Level (as set out in the Financial Response Template).

3.3.3 The Supplier acknowledges and agrees that the Buyer gives no warranty or representation as to:

- (a) the number or volume of units consumed or required in the performance of the Services; and/or
- (b) the total Variable Charges.

3.3.4 The Supplier shall provide the Buyer with sufficient evidence to enable the Buyer to determine which such Variable Charges are payable.

3.3.5 Touch Level Zero Touch Tickets are not chargeable.

## 4. RFS AND PROJECT CHARGES

4.1 If the Parties agree that the Supplier shall provide a Project in accordance with Schedule S10 (Requests for Service and Projects), then the Charges payable by the Buyer for such Project shall be payable on the basis of the charging mechanism set out in the Proposal Document accepted by the Buyer pursuant to paragraph 4.4 of Schedule S10 (Requests for Service and Projects).



- 4.2 The Charges for a Project shall be calculated on the basis of:
- 4.2.1 a fixed price calculated on the basis of the Rate Card payable in one or more Milestone Payments in accordance with Paragraph 2 of this Part B; or
  - 4.2.2 where it is not possible to accurately assess the time required for a Project, Time and Materials Charges,
- provided that the Supplier (or its Sub-Contractor) shall:
- 4.2.3 not be entitled to include any uplift for risks or contingencies to its day rates (as set out in the Rate Card) to calculate the relevant RFS and Project Charges;
  - 4.2.4 only be entitled to be paid RFS and Project Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner.
- 4.3 The Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer request.
5. When calculating the Project on the basis of a fixed price, the Parties may specify Milestone Payments as the charging basis for part or all of a Project, in which case the following provisions shall apply:
- 5.1 Proposal Documents that specify Charges payable on the basis of Milestone Payments shall set out the details of each Milestone Payment, including the relevant Milestone Date(s), the amount payable and the value of any delay payment (if applicable);
  - 5.2 the circumstances in which a Milestone shall be considered to have been achieved shall be set out in the relevant Proposal Document;
  - 5.3 payment shall be made to the Supplier in accordance with Part D (Invoicing and Payment Terms) of this Schedule 2 (Charges and Invoicing); and
  - 5.4 unless otherwise agreed in the Proposal Document, Milestone Payments shall constitute full consideration for the Project and shall be fully inclusive of all costs and expenses incurred in performance of the applicable Project.
6. Where Proposal Documents specify Time and Materials Charges as the basis of payment for the relevant Project (or part thereof), such Time and Materials Charges shall be calculated each month as the Work Day resources in delivering the relevant Project in that month where:
- 6.1.1 Work Day resources are calculated by reference to:
    - (a) the number of Work Days the agreed Supplier Personnel are actively performing the Project in that month; and
    - (b) the daily rate applicable to the relevant grade of Supplier Personnel as set out in the Rate Card,
- provided that where Supplier Personnel work less than a full Work Day, the

relevant charge shall be calculated based on the applicable daily rate pro rata for each whole hour worked;

6.1.2 no finance charges, risks or contingencies or any other uplifts shall be applied to the Time and Materials Charges; and

6.1.3 the Supplier shall not be paid any Charges to the extent that they would otherwise exceed any cap on such Charges agreed in writing by the Parties unless the Supplier has obtained the Buyer's prior written consent. The Supplier shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed.

6.2 The Supplier shall maintain full and accurate records of the time spent by the Supplier Personnel in providing the relevant Project services and shall provide such records to the Buyer with each relevant invoice submitted in accordance with Part D (Invoicing and Payment Terms) of this Schedule 2. The Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer's request.

## **7. CALCULATION OF MONTHLY SERVICE CHARGES**

7.1 Following the Services Commencement Date, Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part D (Invoicing and Payment Terms) of this Schedule 2.

7.2 If a Service Charge:

7.2.1 commences on a day other than the first day of a month; and/or

7.2.2 ends on a day other than the last day of a month,

the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.

7.3 The Service Charges for each Service Period shall be the aggregate of:

7.3.1 the Fixed Charges for the relevant Service Period; and

7.3.2 the Variable Charges for the relevant Service Period; and

7.3.3 the RFS and Project Charges (if any) for the relevant Service Period; and

each as calculated in accordance with Paragraph 3 and 4 of this Part A and less any Service Credits.

7.4 The Supplier acknowledges and agrees that the Buyer gives no warranty or representation as to:

7.4.1 the number or volume of Services consumed or required in the performance of the Services; and/or

7.4.2 the total Service Charges.

8. **SERVICE CREDITS**

8.1 Service Credits shall be applied against the Service Charges in accordance with Paragraph 3 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2 (Charges and Invoicing).

## **PART B: EXIT CHARGES**

Prior to expiry of the Contract the Supplier shall be entitled to invoice the Exit Charges upon demonstrating to the Buyer that it is carrying out the activity or incurring the expenditure to which such Exit Charges relate. The Exit Charges shall be invoiced in respect of the Service Period in which they are incurred.

The Exit Charges shall be no greater than the sums in Annex F (Exit Charges and Termination Fees) and the Supplier shall be entitled to no further or greater sums whatsoever in respect of exit activities before or after termination of this Contract pursuant to Clause 35 (Termination and Expiry).

## **PART C: ADJUSTMENTS TO THE CHARGES AND RISK REGISTER**

### **1. DELAY PAYMENTS**

- 1.1 If Milestone 5 has not been Achieved on or before the relevant Milestone Date or if Delay Payments have been included in a Proposal Document and a Milestone has not been Achieved on or before the relevant Milestone Date, the Supplier shall notify the Buyer and the Supplier shall pay a Delay Payment to the Buyer in respect of that Milestone. Delay Payments shall accrue:
  - 1.1.1 at the Delay Payment Rate or (where applicable) at the daily rate set out in the relevant Proposal Document;
  - 1.1.2 from (but excluding) the relevant Milestone Date to (and including) the earlier of:
    - (a) the date on which the Milestone is Achieved; and
    - (b) the Termination Date, if the Contract is terminated prior to the Milestone having been Achieved; and
  - 1.1.3 on a daily basis, with any part day's Delay counting as a day.
- 1.2 In the event the circumstances described in paragraph 1.1 apply, then following the earlier of i) the Buyer being notified that a Milestone has not been Achieved and ii) the relevant Milestone Date, the Supplier shall, within 5 Working Days, issue a credit note to the Authority in respect of the relevant amount.
- 1.3 Any amounts paid to the Buyer pursuant to Paragraph 1.2 shall not be refundable to the Supplier in any circumstances, including where a Delay as referred to in the Supplier's notice:
  - 1.3.1 does not occur; or
  - 1.3.2 does occur but continues for fewer days during the relevant Delay Deduction Period than the number of days referred to in Paragraph 1.2.
- 1.4 The Parties agree that Delay Payments are a genuine pre-estimate of the Losses which the Buyer will incur as a result of any failure by the Supplier to Achieve the relevant Milestone by the Milestone Date. Delay Payment Rates are stated exclusive of VAT.
- 1.5 The Delay Payment in respect of a Milestone (net of any payment made in respect of that Milestone pursuant to Paragraph 1.3) shall be shown as a deduction from the amount due from the Buyer to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant Milestone is Achieved or the expiry of the Delay Deduction Period (as the case may be). If the relevant Milestone is not Achieved by the expiry of the Delay Deduction Period and no invoice is due to be issued by the Supplier within ten (10) Working Days of expiry of the Delay Deduction Period, then the Supplier shall within ten (10) Working Days of expiry of the Delay Deduction Period:
  - 1.5.1 issue a credit note to the Buyer in respect of the total amount of the Delay Payment in respect of the Milestone (net of any payment made in respect of the Milestone pursuant to Paragraph 1.2); and

1.5.2 pay to the Buyer as a debt a sum equal to the total amount of the Delay Payment in respect of the Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.

1.6 If not credited or deducted from other Charges, the Buyer may recover Delay Payments as a debt.

## **2. INDEXATION**

2.1 The Rate Card, Fixed Charges and Variable Charges shall be subject to Indexation and shall be adjusted in accordance with the provisions of this Paragraph 2 to reflect the effects of inflation. For the avoidance of doubt, Milestone Payments, Exit Charges and the Termination Payment shall not be subject to Indexation.

2.2 Where Indexation applies, the relevant adjustment shall be:

2.2.1 applied on the first day of the second April following the Commencement Date and on the first day of April in each subsequent year (each such date an "adjustment date");

2.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.

2.3 Except as set out in this Paragraph 2, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations.

## **3. SERVICE CREDITS**

3.1 Service Credits shall be calculated in accordance with Part A of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

3.2 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.

3.3 Service Credits shall be applied by means of a credit note issued by the Supplier against the Service Charges for the Service Period immediately succeeding the Service Period to which they relate or if not so credited may be recovered as a debt by the Authority or set off against Charges in any subsequent Service Period.

## **4. RISK REGISTER**

The Parties shall review the Risk Register set out in the relevant Part of Attachment 2 (Charges and Invoicing) of the Order Form from time to time and as otherwise required under Schedule 7 (Governance).

## **5. PAYMENTS FOR DELAYS DUE TO BUYER CAUSE**

5.1 If the Supplier is entitled, in accordance with Clause 32 (Supplier Relief Due To Buyer

Cause), to additional expenses for failure to Achieve a Milestone by its Milestone Date, then, subject always to Clause 19 (Limitation of Liability) and paragraph 5.2 below, such additional expenses shall be determined in accordance with the following principles:

- 5.1.1 the Buyer shall reimburse the Supplier for additional costs incurred by the Supplier that the Supplier:
  - 5.1.1.1 can demonstrate it has incurred solely and directly as a result of the Buyer Cause; and
  - 5.1.1.2 is, has been, or will be unable to mitigate, having complied with its obligations under Clause 8 (Provision and Receipt of the Services); and
- 5.1.2 the additional expenses shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Buyer Cause.
- 5.2 Paragraph 5.1 shall not apply in respect of any failure by the Supplier to Achieve a Milestone relating to a Project.
- 5.3 The Supplier shall provide the Buyer with any information the Buyer may require in order to assess the validity of the Supplier's claim to additional expenses.

## **PART D: – INVOICING AND PAYMENT TERMS**

### **1. SUPPLIER INVOICES**

- 1.1 The Buyer shall accept for processing any Electronic Invoice that complies with the European Standard and any standards required by this Contract or otherwise agreed in writing by the Parties, provided that it is valid and undisputed.
- 1.2 If the Supplier proposes to submit for payment an invoice that does not comply with such agreed standards, the Supplier shall comply with the requirements of the Buyer's e-invoicing system. In the alternative the Supplier shall:
  - 1.2.1 prepare and provide to the Buyer for approval of the format a template invoice within ten (10) Working Days of the Commencement Date which shall include, as a minimum, the details set out in Paragraph 1.3 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
  - 1.2.2 make such amendments as may be reasonably required by the Buyer if the template invoice outlined in Paragraph 1.2.1 is not approved by the Buyer.
- 1.3 The Supplier shall ensure that each invoice contains the following information:
  - 1.3.1 the date of the invoice;
  - 1.3.2 a unique invoice number;
  - 1.3.3 the Service Period or other period(s) to which the relevant Charge(s) relate;
  - 1.3.4 the correct reference for this Contract;
  - 1.3.5 the reference number of the purchase order to which it relates (if any);
  - 1.3.6 the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
  - 1.3.7 a description of the Services;
  - 1.3.8 the pricing mechanism used to calculate the Charges (such as Fixed Charges or Variable Charges etc.);
  - 1.3.9 any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
  - 1.3.10 the total Charges gross and net of any applicable deductions and, separately, any VAT or other sales tax payable in respect of each of the same;
  - 1.3.11 details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
  - 1.3.12 reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);



- 1.3.13 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
  - 1.3.14 the banking details for payment to the Supplier via electronic transfer of funds (i.e., name and address of bank, sort code, account name and number);
  - 1.3.15 where the Services have been structured into separate Service lines, the information at Paragraph 1.3.1 to 1.3.14 of this Paragraph 1.3 shall be broken down in each invoice per Service line; and
  - 1.3.16 and any other information reasonably required by the Buyer.
- 1.4 The Supplier shall invoice the Buyer in respect of Services in accordance with the requirements of Part A of this Schedule 2 (Charges and Invoicing). Each invoice will only be paid if the amount matches the amount agreed through the Payment Planner process as detailed in Paragraph 2 of this Part D of Schedule 2.
  - 1.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
  - 1.6 The Supplier shall submit all invoices and Supporting Documentation through the Buyer's electronic system (as notified to the Supplier) or if that is not possible to the address or email set out in the Order Form with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.
  - 1.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.
  - 1.8 The Buyer shall regard an invoice as valid only if it complies with the provisions of this Part D. Where any invoice does not conform to the Buyer's requirements set out in this Part D, the Buyer shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

## **2. PAYMENT PLANNER**

- 2.1 The Supplier shall provide and maintain a Payment Planner in the format set out in Annex E (Payment Planner) to this Schedule 2, detailing all anticipated Charges. A diagram summarising the key steps, timescales and documents required in the Payment Planner process described in this Paragraph 2 is also set out in Annex E (Payment Planner). The diagram is for illustration purposes only.
- 2.2 The Supplier shall ensure that the Payment Planner is consistent with the Financial Response Template and is kept up to date on at least a monthly basis.
- 2.3 The Supplier shall submit a single draft Payment Planner to the Buyer no more than ten (10) Working Days from the start of each month.
- 2.4 The draft Payment Planner shall at all times be accompanied by sufficient information to enable the Buyer to reasonably assess whether the Charges detailed therein are

properly payable. Any such assessment by the Buyer shall not be conclusive. The Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.

- 2.5 The Payment Planner shall be based on information relating to the volume of Services which has been verified in accordance with the Business Requirements.
- 2.6 For the avoidance of doubt, the Charges appearing in the Payment Planner are Charges which are scheduled for payment in the month to which the Payment Planner relates, not the month in which the Services to which the Charges relate are performed. For example, if a Milestone Achievement Certificate has not been issued by the Buyer by the time the draft Payment Planner is submitted, then such amounts should not be included under the current month's Charges in the Payment Planner. They should instead be deferred until the Milestone Achievement Certificate has been issued but should still be included in the Payment Planner (under a future month), so that the Buyer retains visibility of when such payments are scheduled to be paid.
- 2.7 After submitting the draft Payment Planner in accordance with Paragraphs 2.3 and 2.4 the Buyer will in a timely manner review and raise any queries and then the Supplier will respond and resolve such queries and, in any event, no more than five (5) Working Days from the date of issue of the draft Payment Planner and the Supplier will then issue the final Payment Planner one (1) Working Day thereafter and in any event before the Payment Planner meeting referred to in Paragraph 2.8.
- 2.8 No more than seventeen (17) Working Days from the start of the month the Supplier will then attend a Payment Planner review meeting with the Buyer, where the proposed Charges in the Payment Planner will be reviewed, discussed, agreed, or disputed by the Buyer. Any disputed or missing Charges which require clarification or where additional information is being sought or cannot be cleared by the time the final Payment Planner is submitted are to be deferred to the next payment month and recorded in the Payment Planner as a future charge, for consideration in the next Payment Planner review meeting. This allows for the un-disputed items to be paid.
- 2.9 Following the Payment Planner review meeting the Supplier is to submit draft invoices for undisputed items, no more than five (5) Working Days after the Payment Planner review meeting. The Buyer will use the final Payment Planner and draft invoices to sanction the release of funds. The Supplier will be informed when this occurs to enable them to invoice as described in this Schedule 2 (Charges and Invoicing).
- 2.10 The Buyer will review and raise any queries in a timely manner on the draft invoices and then the Supplier will respond and resolve such queries and issue the final invoices within two (2) Working Days of submission of the draft invoices in accordance with Paragraph 2.9. The thirty (30) calendar days payment terms set out in Paragraph 3.1 of this Part D will commence from receipt of final undisputed and valid invoices.
- 2.11 Invoices should only be submitted to the Buyer once the Buyer has agreed the final Payment Planner. The invoiced amounts should exactly match the values and purchase order numbers contained in the Payment Planner to facilitate their prompt payment. Delays in the timely submission of the Payment Planner or invoicing errors will result in delayed payments by the Buyer, and in the event of invoicing errors will require correct invoices to be reissued by the Supplier before payment shall be made.
- 2.12 A diagram summarising the key steps, timescales and documents required in the

Payment Planner process described in this Paragraph 2 is set out in Annex E (Payment Planner) below. The diagram is for illustration purposes only.

**3. PAYMENT TERMS**

- 3.1 Subject to the relevant provisions of this Schedule 2 (Charges and Invoicing), the Buyer shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed.
- 3.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

**4. DISCOUNTS**

- 4.1 The Supplier shall apply any discounts applicable as set out in the Financial Response Template. If a relevant discount is not credited from the associated Charges and set out in the invoice, they shall be credited from future invoices, the Buyer may apply a set off or recover as a debt.

#### **PART E – EARLY TERMINATION FEE(S)**

1. If the Contract is terminated by the Buyer pursuant to Clause 35.1.9 (Termination Without Cause) the Supplier shall be entitled to the Termination Payment set out against the relevant month of termination in Annex F (Exit Charges and Termination Fees) (the **“Termination Payment”**).
2. The Termination Payment set out against the month of Termination shall be the only sum to which the Supplier is entitled upon termination pursuant to Clause 35.1.9 (Termination Without Cause). The Termination Payment is the Supplier’s sole remedy and it shall be entitled to no further compensation, breakage, loss or other damage or cost whatsoever resulting from such termination pursuant to Clause 35.1.9 (Termination Without Cause).

## ANNEX A

### MILESTONE PAYMENTS AND DELAY PAYMENTS

**Total Milestone Payment: Redacted Under Section 43, Commercial Interests**

<b>Milestone No.</b>	<b>Retention</b>	<b>Milestone</b>	<b>Milestone Payment (£)</b>	<b>Delay Payment Rate</b>
M1	20% of the Milestone Payment	Mobilisation Drafting	<b>Redacted Under Section 43, Commercial Interests</b>	N/A
M2	20% of the Milestone Payment	Mobilisation Readiness	<b>Redacted Under Section 43, Commercial Interests</b>	N/A
M3	20% of the Milestone Payment	Testing	<b>Redacted Under Section 43, Commercial Interests</b>	N/A
M4	20% of the Milestone Payment	Implementation	<b>Redacted Under Section 43, Commercial Interests</b>	N/A
M5	N/A	Service Transition and Services Commencement	<b>Redacted Under Section 43, Commercial Interests</b>	<b>Redacted Under Section 43, Commercial Interests</b>
M6	N/A	Early Life Support (one month)	<b>Redacted Under Section 43, Commercial Interests</b>	N/A

## **ANNEX B: FIXED CHARGES**

**Redacted Under Section 43, Commercial Interests**

## **ANNEX C: VARIABLE CHARGES**

**Redacted Under Section 43, Commercial Interests**

**ANNEX D: RATE CARD**

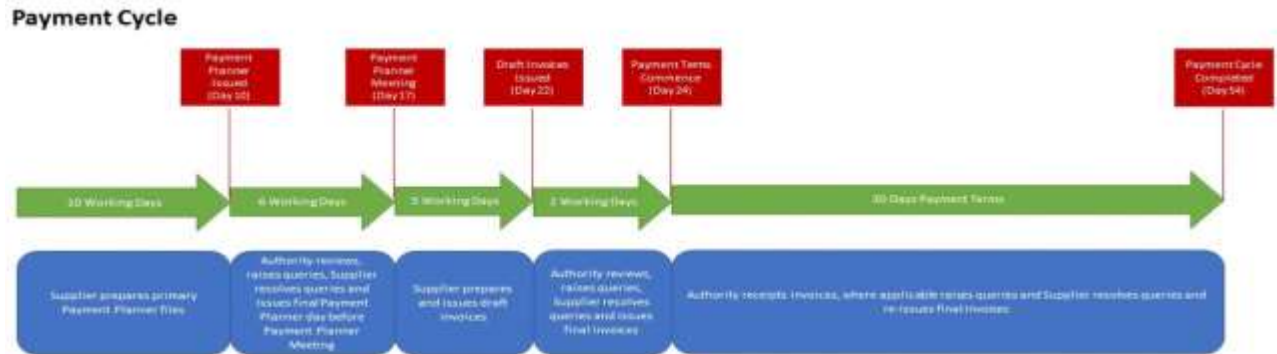
**Redacted Under Section 43, Commercial Interests**



## ANNEX E: PAYMENT PLANNER

### Payment Planner Cycle

**NOTE:** The diagram below has been included for illustration purposes only to summarise and illustrate the Payment Planner process as set out in Paragraph 2 of Part D this Schedule 2. In the event of any conflict or discrepancy between the diagram and Paragraph 2 of Part D, Paragraph 2 shall take precedence.



### General Principles

Single Payment Planner to be issued at the start of the Payment Cycle

Payment Planner to only be amended ahead of Payment Planner meeting with Authority raised queries

Payment Planner meeting is to approve charges and not to be used to discuss issues/queries

Any missed items to be raised the following monthly cycle (noted on the Un-invoiced Charges Report)

Payment Planner and Invoicing must always agree

## CONTRACT PAYMENT PLANNER - DASHBOARD



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The screenshot displays a complex spreadsheet application with a multi-pane layout. The main area is a large grid of light blue cells, organized into columns and rows. A vertical pane on the left contains a smaller grid of cells, some of which are highlighted in light blue and others in light pink. At the bottom left, there is a small, dark blue sidebar or menu. The overall interface is clean and professional, typical of a financial or data management software.

The screenshot displays a financial planning application interface. On the left is a large, empty grid with a light blue background and a red header bar, intended for data entry. To the right of this grid are four smaller, identical summary tables. Each summary table has a red header bar and a green footer bar. The footer bar contains several columns with labels: 'Total', 'Net Income', 'Total Assets', 'Total Liabilities', 'Total Equity', 'Total Debt', 'Total Cash', 'Total Savings', 'Total Investments', 'Total Other Assets', 'Total Other Liabilities', and 'Total Other Equity'. The tables are currently empty, showing only the structural layout of the data.

The screenshot displays a complex spreadsheet application with a multi-pane layout. The main area is a large grid of light blue cells, organized into several vertical sections. A prominent horizontal band of green cells runs across the middle of the grid. To the left, there is a sidebar with a dark blue header and a list of items. Below this, a smaller grid of cells is visible. At the bottom, a dark blue footer bar contains a series of small, repeating icons or labels. The overall design is clean and professional, typical of a data management or reporting tool.






[illegible]



**ANNEX F: Exit Charges and Termination Fees**

**Redacted Under Section 43, Commercial Interests**

**ANNEX G: FINANCIAL RESPONSE TEMPLATE**

**Redacted Under Section 43, Commercial Interests**

## **SCHEDULE 3 - SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING**

### **1. SCOPE**

1.1 This Schedule 3 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels and Key Performance Indicators which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Target Failures, Key Performance Indicator Failures, Repeated Service Failures and Critical Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.

1.2 This Schedule 3 comprises:

**1.2.1 Part A: Service Levels, Key Performance Indicators and Service Credits;**

**1.2.2 Part B: Performance Monitoring;**

**1.2.3 Part C: Critical Failure; and**

**1.2.4 Annex 1: Service Levels.**

### **2. DEFINITIONS**

2.1 In this Schedule 3, the following words shall have the following meanings and they supplement Schedule 1 (Definitions):

<b>"Balanced Scorecard Report"</b>	has the meaning given in Part B of this Schedule 3 (Service Levels, Service Credits and Performance Monitoring);
<b>"Key Performance Indicator" or "KPI"</b>	means those key performance indicators set out in Annex 1 (Service Levels) to this Schedule 3;
<b>"Key Performance Indicator Failure"</b>	means that the level of performance delivered to the Buyer and or a Service Recipient does not meet or exceed the relevant KPI Target over the Service Measurement Period, which shall be a failure to meet or exceed the Minimum Service Threshold;
<b>"Key Performance Indicator Target"</b>	shall be as set out against the relevant Key Performance Indicator in Annex 1 (Service Levels) of this Schedule 3;
<b>"Minimum Service Threshold"</b>	means the target level identified in the 'Minimum' column of the table in Annex 1 of this Schedule 3;
<b>"Minor Service Failure"</b>	means the severity level identified in the 'Minor' column of the table in Annex 1 of this Schedule 3;
<b>"Moderate Service Failure"</b>	means the severity level identified in the 'Moderate' column of the table in Annex 1 of this Schedule 3 (Service Levels, Service Credits and Performance Management);

<b>"Repeated Service Failure"</b>	means a Repeated Service Failure as detailed in Paragraph 6 of Part A of this Schedule 3;
<b>"Repeated Failure Multiplier"</b>	means the multiplier, greater than one, which is applied to the Service Points in the event of a Repeated Service Failure, as set out in Paragraph 6 of Part A of this Schedule 3;
<b>"Service Charges"</b>	are the periodic payments by the Buyer for provision of the Services, as set out in Schedule 2 (Charges and Invoicing) made in accordance with and in respect of the supply of the Services;
<b>"Service Credits"</b>	the sums payable in respect of the failure by the Supplier to meet one or more Service Levels as specified in this Schedule 3;
<b>"Service Credit Start Date"</b>	<p>the date as follows:</p> <p>The Service Credit Start Date will be 1 January 2025 (so that Service Credits begin to be deducted in respect of January 2025 onwards) unless</p> <p>the Services Commencement Date is any time after 1 January 2025, in which case the Service Credit Start Date is the first day of the month immediately following the Services Commencement Date</p>
<b>"Service Credit Cap"</b>	the Service Credit Cap is 25% of the Service Charge in any Service Period;
<b>"Service Levels"</b>	means the Service Level Targets and the KPI Targets of service required to be provided, as prescribed in Annex 1 (Service Levels) of this Schedule 3;
<b>"Service Level Target Failure"</b>	means that the level of performance delivered to the Buyer and or a Service Recipient does not meet or exceed the relevant Service Level Target over the Service Measurement Period, which shall be a failure to meet or exceed the Minimum Service Threshold;
<b>"Service Level Target" / "SLT"</b>	means the Service Threshold Minimum as set out against the relevant Service Level in Annex 1 (Service Levels) of this Schedule 3;
<b>"Service Measurement Period"</b>	means the period over which a Service Level is measured as identified for each Service Level in the tables in Annex 1 (Service Levels) to this Schedule 3;
<b>"Service Points"</b>	means the points that accrue for a Service Level Target Failure or a Key Performance Indicator Failure regardless of whether a Service Credit is payable;
<b>"Severe Service Failure"</b>	means the severity level identified in the 'Severe' column of the table in Annex 1 of this Schedule 3;

**“Step-in Services”**

has the meaning given in paragraph 7.4.1 of Part A of this Schedule 3 (Service Levels, Service Credits and Performance Monitoring);



## **PART A – SERVICE LEVELS, KEY PERFORMANCE INDICATORS AND SERVICE CREDITS**

### **1. SERVICE LEVELS**

The Service Levels comprise of:

#### **A. *Service Levels Targets (SLTs)***

- 1.1 The Service Levels Targets are detailed at Annex 1 (Service Levels) to this Schedule 3.
- 1.2 Service Levels Targets shall be measured in accordance with Paragraph 3.2 of Part A of this Schedule 3.
- 1.3 The Service Level Targets (SLTs) attract Service Credits monthly if failed, as further detailed in paragraph 4 of this Part A, Schedule 3.

#### **B. *Key Performance Indicator Targets***

- 1.4 The Key Performance Indicators Targets are detailed at Annex 1 (Service Levels) to this Schedule 3.
- 1.5 Key Performance Indicator Targets shall be measured in accordance with Paragraph 3.2 of Part A of this Schedule 3.
- 1.6 The Key Performance Indicators (KPIs) are measured monthly but attract Service Credits quarterly if failed, as further detailed in paragraph 4 of this Part A, Schedule 3.

### **2. SERVICE LEVEL TARGET FAILURE, KEY PERFORMANCE INDICATOR FAILURE AND CRITICAL FAILURE**

- 2.1 If the level of performance of the Supplier to the Buyer and/or a Service Recipient is likely to cause or causes any:

- 2.1.1 Service Level Target Failure;
- 2.1.2 Key Performance Indicator Failure;
- 2.1.3 Repeated Service Failure; or
- 2.1.4 Critical Failure

to occur, the Supplier shall notify the Buyer in writing as soon as reasonably practicable and without undue delay, and the Buyer, in its absolute discretion and without limiting any other of its rights, may require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and/or a Service Recipient and to rectify or prevent a Service Level Target Failure, Key Performance Indicator Failure or Critical Failure from taking place or recurring.

### **3. SERVICE CREDITS**

- 3.1 The Buyer shall use the Monthly Performance Reports supplied by the Supplier under Part B (Performance Monitoring) of this Schedule 3 to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

- 3.2 Service Levels shall be measured from the Services Commencement Date. Service Credits, if any, shall be incurred from the Service Credit Start Date and in each subsequent Service Period thereafter.
- 3.3 The liability of the Supplier in respect of Service Credits shall be subject to Clause 19.4.3 provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued measurement of Service Levels, even if the Service Credit Cap has been reached, in accordance with the provisions of this Schedule 3.
- 3.4 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with paragraph 5 below. The Buyer may otherwise recover the Service Credits as a debt.

#### **4. FAILURE TO MEET SERVICE LEVEL TARGETS OR KEY PERFORMANCE INDICATOR TARGETS**

- 4.1 If a Service Level Target Failure has occurred, the Buyer, in its absolute discretion and without limiting any of its rights, may deduct from the Service Charges the applicable Service Credits payable by the Supplier to the Buyer, calculated in accordance with paragraph 5 of this Schedule 3.
- 4.2 If a Key Performance Indicator Failure occurs, the Buyer, in its absolute discretion and without limiting any other of its rights:
  - 4.2.1 may deduct from the Service Charges the applicable Service Credits payable quarterly by the Supplier to the Buyer, calculated in accordance with paragraph 5 of this Schedule 3; and
  - 4.2.2 may require the Supplier to provide the Buyer with access to information that is relevant to the Key Performance Indicator that has triggered the Key Performance Indicator Failure.
- 4.3 Subject to Paragraph 4.1 and 4.2, if a Service Level Target Failure or Key Performance Indicator Failure occurs:
  - 4.3.1 subject to paragraph 5.1, Service Points will accumulate;
    - 4.3.1.1 for Service Level Targets, Service Credits will apply to the Service Charges monthly; and
    - 4.3.1.2 for Key Performance Indicator Targets, Service Credits will apply to the Service Charges quarterly.
- 4.4 Service Credits are cumulative (that is, Service Credits for all Service Level Target Failures and Key Performance Indicator Failures (where applicable) will be added together to make the total Service Credits payable for that Service Period).
- 4.5 From the Services Commencement Date until 31<sup>st</sup> December 2024:
  - 4.5.1 Service Credits and Service Points shall not accumulate; and
  - 4.5.2 Service Level Target Failures and Key Performance Indicator Targets during such period shall not constitute a Repeated Service Failure.

## 5. Calculation of Service Credits

- 5.1 The Service Credits which are due to the Buyer in respect of a Service Level Target Failure or a Key Performance Indicator Failure shall be calculated as follows:

**Service Credits = Service Points x Service Credit Value**

Where:

**Service Points** = the number of Service Points accrued in respect of the Service Level Target Failure or Key Performance Indicator Failure (including any adjustment to any Service Points arising from Repeat Failure Multipliers, calculated in accordance with paragraph 6 of this Part A, Schedule 3);

**Service Credit Value** = (Service Charges payable in the relevant month by the Buyer x Service Credit Cap) / Aggregator.

**Aggregator** = A + B

Where;

A = 3 (being the number of Service Points which accrue for a 'Moderate' Service Level Target Failure on a monthly SLT) x (Total number of SLTs which are measured monthly / 1 month)

B = 3 (being the number of Service Points which accrue for a 'Moderate' Service Level Target Failure on a quarterly KPI) x (Total number of KPIs measured which are Quarterly / 3 months)

**Rationale for the Aggregator:** The Service Credit Value for each Service Point has been set so that the Service Credit Cap would be reached if all SLTs and KPI Targets in a Service Period were failed to a 'Moderate' level which incurs 3 Service Points.

As SLTs are measured monthly and KPIs are measured three (3) monthly, it is necessary to calculate the average number of Service Levels in a month to ensure the Service Credit Value applied to each Service Point is constant irrespective of the month (provided that the set of Services Levels (and the annual Service Charges remain the same).

The Aggregator therefore takes the number of Service Points for a 'Moderate' failure (3 Service Points) and multiplies this by the average number of SLTs in a month (i.e. the number of SLTs measured over the relevant period divided by the number of months in that relevant period, plus the number of KPIs measured over three (3) months divided by three (3)).

**Example 1 (Service Credits Calculation for SLTs and KPIs):** Buyer pays £500,000 in service charges per month and has nine (9) SLTs that are measured per month and each incur three (3) Service Points in the event of a 'Moderate' failure, plus eight (8) KPIs that is measured every three (3) months and incurs three (3) Service Points in the event of a 'Moderate' failure. The Service Credit Cap is set at twenty-five percent (25%).

$$\text{Aggregator} = (3 \times (9/1)) + (3 \times (7/3)) = 34$$

$$\text{Service Credit Value} = (£500,000 \times 25\%) / 34 = £3,676.47$$

*In one calendar month, the Supplier fails six (6) SLTs as follows:*

- *four (4) SLTs are failed to a Minor Service Failure, which is equal to four (4) Service Points;*
- *one SLT is failed to a Moderate Service Failure, which is equal to three (3) Service Points; and*
- *one SLT is failed to a Severe Service Failure which is equal to five (5) service points.*

*The total number of Service Points is twelve (12). The Service Credit payable to the Buyer is:*

$$\text{Service Credit Value} = 12 \times £3,676.47 = £44,117.64$$

### Service Credit Caps

- 5.2 Service Credits for the Supplier's performance across this Contract (including those arising from a Repeated Service Failure) shall be limited in each Service Period collectively to twenty-five percent (25%) of the Service Charge payable to the Supplier under this Contract in that Service Period (the "**Service Credit Cap**").

## 6. Repeated Service Failures

- 6.1 If the Supplier fails to meet a Service Level in a Service Measurement Period for the Buyer and/or a Service Recipient and then fails to meet the same Service Level for the Buyer and/or Service Recipients in any of the following Service Measurement Periods, such subsequent failures shall be a "Repeated Service Failure" until the number of Service Measurement Periods is reset to zero in accordance with Paragraph 6.3.
- 6.2 For the purpose of the Service Credit and Service Point calculation in Paragraph 5.1, in the event of a Repeated Service Failure, the Repeat Failure Multiplier shall be determined as follows:

Number of Repeated Service Failure (in respect of the same Service Level for the same Buyer and/or a Service Recipient)	Repeat Failure Multiplier
0	1
1	2
2	4
3	6

n (where “n” is the number of Repeat Failures)	2n
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6.3 The number of Service Measurement Periods in which Repeated Service Failure occur (as set out in the first column of the table in Paragraph 6.2 above) shall be reset to zero (0):

6.3.1.1 for all Service Levels, on the Service Credit Start Date; or

6.3.1.2 once the relevant Service Level has been met for the Buyer and/or Service Recipients in three (3) consecutive months.

6.4 Where a Repeated Service Failure occurs, any Service Points which accrue in respect of the relevant Service Level Target Failure, shall be multiplied by the applicable Repeat Failure Multiplier prior to the Supplier performing the calculations set out in Paragraph 5.

**Example 2 (Repeated Service Failure Calculation over 9 months):** The following table sets out the Service Credit payable by the Supplier over a nine (9) month period where there has been Repeated “Moderate” Service Failure of the same Service Level. In this example, the Service Credit Value for each Service Point = £3,676.47.

**The reset happens in August (i.e. after 3 months of meeting Service Levels.**

	Calendar Month								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Minimum Service Level for a Service met	N	N	Y	N	Y	Y	Y	N	N
Number of Service Points accrued	3	3	0	3	0	0	0	3	3
No. of Repeat Failures	0	1		2				0	1
Repeat Failure Multiplier	1	2		4				1	2

<b>Service Credit payable</b>	£3,676.47 x 3 Service Points x 1 = £11,029.41	£3,676.47 x 3 Service Points x 2 = £22,058.82	-	£3,676.47 x 3 Service Points x 4 = £44,177.64	-	-	-	£3,676.47 x 3 Service Points x 1 = £11,029.41	£3,676.47 x 3 Service Points x 2 = £22,058.82
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**Example 3 (Repeated Service Failure Calculation over 1 month):** This example shows how Service Credits are calculated in a particular month where there are a number of Repeated Service Failures for Service Levels. In this example, the Service Credit Value for each Service Point = £3,676.47. In one month, the Supplier fails 3 KPIs for the Buyer as follows:

- 1 KPI is failed to a Minor Service Failure and is the first Repeated Service Failure, which is equal to 1 KPI Service Point multiplied by 2;
- 1 KPI is failed to a Moderate Service Failure for the second Repeated Service Failure, which is equal to 3 Service Points multiplied by 4; and
- 1 KPI is failed to a Severe Service Failure, but this is not a Repeated Service Failure, which is equal to 5 Service Points.

The total number of Service Points is 19. The Service Credit payable to the Buyer is:

**Total Service Credit** = 19 x £3,676.47 = £69,852.93

**Example 4 (Application of Service Credit Cap):** This example shows how the Service Credit Cap applies to Service Credits accruing over two (2) months. In this example, the Service Credit Value for each Service Point = £3,676.47.

- The Supplier fails KPI 1 to a Minor Service Level in February 2025. This failure is not a Repeated Service Failure. This triggers 1 Service Point to accrue.

**Total Service Credit** = £3,676.47 x 1 Service Point = £3,676.47

This Service Credit is subject to the Service Credit Cap.

- In March 2025 the Supplier fails KPI 1 to a 'Moderate' Service Failure. As it also failed KPI 1 in February 2025, this failure is a Repeated Service Failure and triggers a Repeat Failure Multiplier of 2.
- KPI 2 is also failed to a Severe Service Failure in March 2025, but as this is the first failure of this Service Level, it is not a Repeated Service Failure.

**Total Service Credit** = Service Credit applicable to KPI 1 + Service Credit applicable to KPI 2

= [(3 Service Points x 2) x £3,676.47] + (5 Service Points x £3,676.47)]

= £22,058.82 + £18,382.35

= £40,441.17

As KPI 1 is a Repeated Service Failure, the Service Credit incurred for the failure, which amounts to £22,058.82 and is subject to the Service Credit Cap.

*As KPI 2 is not a Repeated Service Failure, the Service Credit incurred for its failure, which amounts to £18,382.35 is subject to the Service Credit Cap.*

## **7. Critical Failures**

- 7.1 If a Critical Failure occurs for any Service Level, the Buyer, in its absolute discretion and without limiting any of its rights, may:
  - 7.1.1 instruct the Supplier to comply with the Rectification Plan Process; or
  - 7.1.2 exercise its right to Compensation for Critical Failure in accordance with Clause 10 (including the right to terminate for material Default).
- 7.2 If a further Critical Failure occurs while the Rectification Plan Process triggered pursuant to paragraph 7.1 is ongoing, the Buyer, in its absolute discretion and without limiting any of its rights, may:
  - 7.2.1 engage Buyer Personnel or a third party (subject to that third party being subject to reasonable confidentiality undertakings) to monitor and audit the Services for the purpose of producing a report identifying why the Critical Failures are occurring (in accordance with and subject to paragraph 7.4 of this Part A); and/or
  - 7.2.2 step-in to all or any part of the Services (in accordance with and subject to paragraph 7.4 of this Part A).
- 7.3 If the Buyer exercises its rights of audit or step-in pursuant to paragraph 7.2.1 and/or paragraph 7.2.2 of this Part A respectively, the following provisions shall apply:
  - 7.3.1 the Supplier shall be liable to the Buyer for all direct costs and expenses that are reasonably and necessarily incurred by the Buyer in exercising its rights of audit and/or step-in, subject to the Buyer's duty to mitigate costs incurred;
  - 7.3.2 the Supplier shall provide, enable, or procure access for the Buyer or its agents to:
    - 7.3.2.1 any premises used in the administration, management and provision of the Services;
    - 7.3.2.2 any equipment and software used in the administration, management and provision of the Services;
    - 7.3.2.3 the Supplier Personnel; and
    - 7.3.2.4 any know-how or knowledge relating to the Services,as soon as reasonably practicable following the Buyer or its agents requesting the same, subject to visits or access occurring on a time and date agreed between the Supplier and the Buyer (such date and time to be agreed within 72 hours of the request being made and not to be denied without a valid reason).
- 7.4 If the Buyer exercises its step-in rights pursuant to paragraph 7.2.2 of this Part A only, the following provisions shall apply:

- 7.4.1 the Buyer is not liable to pay the Charges in relation to the Services which the Buyer has stepped into (the **“Step-in Services”**), and the Charges shall be reduced accordingly so as not to include those relating to the Step-in Services; and
- 7.4.2 the Supplier shall:
- 7.4.2.1 be relieved of its obligations to provide the Step-in Services;
  - 7.4.2.2 continue to provide any other Services that are not the Step-in Services, and shall inform the Buyer if the Step-in Services will impact on its ability to deliver those other Services;
  - 7.4.2.3 fully cooperate and provide all reasonable assistance (at no additional expense) to the Buyer for the sole purpose of enabling the Buyer to provide the Step-in Services; and
  - 7.4.2.4 use best endeavours to ensure that the Supplier Personnel promptly follows the reasonable and lawful instructions of the Buyer in pursuance of the Step-in Services,
- until such time as the Buyer is satisfied that the circumstances leading to its step-in are no longer present and the Supplier resumes responsibility for the Step-in Services.

## **8. Review Meetings**

- 8.1 Service Levels shall be discussed at the Internal Contract and Commercial Review meetings (in accordance with Schedule 7 (Governance) and reasons for failures explored.



## PART B – PERFORMANCE MONITORING

### 1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within three calendar months of the Commencement Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties, which must reflect the Buyer's performance reporting process and the requirements of this Part B. The Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The performance of the Supplier against each of the Service Levels and Key Performance Indicators shall be monitored and measured as detailed in Annex 1 (Service Levels) for each Service Level and Key Performance Indicator respectively.
- 1.3 The Supplier shall review the performance achieved for all Service Levels and Key Performance Indicators as part of its continual service improvement responsibilities and report periodically (at least quarterly) to the Buyer on them as part of the Monthly Performance Reports.
- 1.4 The Supplier shall provide the Buyer with monthly performance reports ("**Monthly Performance Reports**") in accordance with the process agreed pursuant to paragraph 1.1 of Part B of this Schedule 3 (Service Levels, Service Credits and Performance Monitoring) which shall contain, as a minimum, the following information:
  - 1.4.1 in respect of the relevant Service Period just ended:
    - 1.4.1.1 for each Service Level and Key Performance Indicator, the actual performance achieved over the Service Level and Key Performance Indicator for the relevant Service Period;
    - 1.4.1.2 a summary of all Service Level Target Failures and Key Performance Indicator Failures that occurred during that Service Period;
    - 1.4.1.3 details of any Critical Failures;
    - 1.4.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
    - 1.4.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels and Key Performance Indicators to which the Service Credits relate;
    - 1.4.1.6 which Service Level Target Failures and Key Performance Indicator Failures remain outstanding and progress in resolving them;
    - 1.4.1.7 the status of any outstanding Rectification Plan Processes, including:
      - 1.4.1.7.1 whether or not a Rectification Plan has been agreed; and

- 1.4.1.7.2 where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
  - 1.4.1.8 the conduct and performance of any agreed periodic tests that have occurred, such as the annual test of the BCDR Plan;
  - 1.4.1.9 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract;
  - 1.4.1.10 such other details as are required to be included in the Monthly Performance Reports pursuant to Attachment 10 to the Order Form; and
  - 1.4.1.11 such other details as the Buyer may reasonably require from time to time; and
- 1.4.2 in respect of previous Service Periods:
  - 1.4.2.1 for each Service Level and Key Performance Indicator, the actual performance achieved over the previous 12 months;
  - 1.4.2.2 a rolling total of the number of Service Level Target Failures that have occurred over the past six Service Periods;
  - 1.4.2.3 a rolling total of the number of Key Performance Indicator Failures that have occurred over the past six Service Periods; and
  - 1.4.2.4 the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods; and
  - 1.4.2.5 at least quarterly, in respect of the next quarter, continuous service improvement opportunities in respect of performance achieved.
- 1.5 The Parties shall attend meetings to discuss Monthly Performance Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Monthly Performance Reports. The Performance Review Meetings are detailed in Schedule 7. They shall:
  - 1.5.1 be attended by the Supplier Representative and the Buyer Representative.
  - 1.5.2 be fully minuted by the Buyer and the minutes will be circulated to all attendees at the relevant meeting and also to any other recipients agreed at the relevant meeting.
  - 1.5.3 operate in accordance with the requirements for each, meeting, forum, and board.

- 1.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier Representative and the Buyer Representative at each meeting.
- 1.7 The Supplier shall provide to the Buyer such additional documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

## **2. SATISFACTION SURVEYS**

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Services. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Contract.
- 2.2 Paragraph 32 of the Business Requirements refers to obligations in relation to User Satisfaction Surveys. Paragraph 33 of the Business Requirements refers to obligations in relation to Experience Level Agreements ("XLAs"). User satisfaction surveys are separate to XLAs, however XLAs will support the User Satisfaction KPI and drive user focussed behaviours from the Supplier

## **3. BALANCED SCORECARD REPORT**

- 3.1 From the Services Commencement Date, on a daily and weekly basis, the Supplier shall provide reports created by the Supplier to the Buyer's senior responsible officer which summarises the Supplier's performance over the relevant day or week (as applicable) (the "**Balanced Scorecard Report**").
- 3.2 The Balanced Scorecard Report shall be presented in the form of a MoJ ITSM Toolset dashboard, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant day or week.
- 3.3 The Buyer shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any Service Level Target Failure or Key Performance Indicator Failure.

## **PART C – CRITICAL FAILURE**

### **1. Critical Failure**

- 1.1 A Critical Failure shall be deemed to have occurred in any of the following circumstances:
  - 1.1.1 NOT USED;
  - 1.1.2 if a Service Level Target Failure occurs in relation to the same Service Level in three consecutive Service Periods;
  - 1.1.3 if there are five (5) Service Level Target Failures in respect of any Service Level Targets (which may be different Service Level Targets) in total across any three (3) consecutive Service Periods;
  - 1.1.4 if following successful completion of a Rectification Plan relating to a Service Level, that same Service Level is subject to a further Service Target Level Failure due to the original cause not fully resolved, or as an issue caused from remediation which triggered the Rectification Plan, in any of the six (6) subsequent Service Periods; or
  - 1.1.5 if the Supplier has accrued Service Credits which meet or exceed the Service Credit Cap.

## ANNEX 1: SERVICE LEVELS

### 1. Introduction

- 1.1. The Service Levels used to monitor the Services are set out below.
- 1.2. All Service Levels measure the Supplier's aggregate performance over a Service Period.

### 2. Service Levels

- 2.1. The Supplier shall provide the Services to meet or exceed the following Service Levels:

## SERVICE LEVELS - Service Level Targets (SLT) and Key Performance Indicators (KPIs)

### CONTENTS

#### DELIVERY

##### *(High Impact)*

1. SLT 001(a) – Service Desk Ability Voice Channels
2. SLT 001(b) – Service Desk Ability Live Chat Channels
3. SLT 002(a) - Channel Abandonment Rate: Voice Contracts
4. SLT 002(b) - Channel Abandonment Rate: Live Chat
5. SLT 003 - User Satisfaction
6. SLT 004(a) - First Contact Resolution Rate: Voice Contracts
7. SLT 004(b) - First Contact Resolution Rate: Live Chat
8. SLT 005(a) - Speed to Answer: Voice Contracts
9. SLT 005(b) - Speed to Answer: Live Chat
10. SLT 006 – Breaches of Security Caused by the Supplier

##### *(Low impact)*

11. KPI 001(a) – Social Value Delivery Plans
12. KPI 002(a) – Average Handling Time: Voice

13. KPI 002(b) – Average Handling Time: Live Chat

QUALITY

(Medium impact)

- 14. KPI 003(a) – Contract Quality: Voice
- 15. KPI 003(b) – Contract Quality: Live Chat
- 16. KPI 004 – Accurate Assignment (Tickets)
- 17. KPI 05 – Open ticket reduction

Ref	Impact / Priority	KPI Measure	Business Requirement Reference	KPI Description	Calculation	Service Measurement Period	Service Threshold Minimum	Minor Service Failure/ Performance Points	Moderate Service Failure / Performance Points	Severe Service Failure / Performance Points
SLT001 - a	High: SLT	Service Desk Availability: Voice Channel	Delivery 9.14 11.02 12.03 13.02 15.02	The availability of the Service Desk's Voice channel.	$100 - ((\text{Planned Minutes} - \text{Lost Minutes} / \text{Planned Minutes}) * 100))$  Planned Minutes = (1440 x Number of calendar days in the Month) less Planned Unavailability in that Month.  Lost Minutes = number of minutes in the Month that the Voice Channel is not available or functional, less Planned Unavailability in that Month.  Planned Unavailability =	1 Month	100% to 99.90%	99.89% to 99.85%  1 Performance Points	99.84% to 99.8%  3 Performance Points	<99.8%  5 Performance Points

					the number of minutes in the Month that the Voice Channel is not available or functional but where the Supplier has notified the Buyer of planned upgrade or maintenance work in accordance with the Business Requirements.					
<b>SLT00 1– b</b>	High: SLT	<b>Service Desk Availability: Live Chat Channel</b>	<b>Delivery</b> 9.14 11.02 12.03 13.02 15.02	The availability of the Service Desk's Live Chat.	<p>100 – ((Planned Minutes – Lost Minutes / Planned Minutes) * 100))</p> <p>Planned Minutes = (1440 x Number of calendar days in the Month) less Planned Unavailability in that Month.</p> <p>Lost Minutes = number of minutes in the Month that the Voice Channel is not available or functional, less Planned Unavailability in that Month.</p> <p>Planned Unavailability = the number of minutes in the Month that the Service Desk is not available or functional but where the Supplier has notified the Buyer of planned upgrade or maintenance work in accordance with the Business Requirements.</p>	1 Month	100% to 99.90%	99.89% to 99.85%	99.84% to 99.8%	<99.8%
								1 Performance Points	3 Perfor mance Points	5 Perfor mance Points

<b>SLT00 2 - a</b>	High	<b>Channel Abandonment Rate: Voice Contacts</b>	<b>Delivery</b> 26.02	Measurement of the timeliness of answering Voice Contact Calls.	<p>(Number of Voice Contact Calls Abandoned / Total Number of Calls) * 100</p> <p>Number of Voice Contact Calls Abandoned = Number of Calls where the User has abandoned the Call once through the IVR after the Late Threshold (20 Seconds) but before being answered by a Service Desk Agent.</p> <p>Total Number of Calls = Number of Calls that pass through the IVR in the Month.</p>	1 Month	0% to- 2.00%	2.01% to 3.00%	3.01% to 4.00%	>4.01%	1 Performance Points	3 Performance Points	5 Performance Points
<b>SLT00 2 - b</b>	High	<b>Channel Abandonment Rate: Live Chat</b>	<b>Delivery</b> 26.02	Measurement of the timeliness of responding to Live Chats.	<p>(Number of Live Chats Abandoned / Total Number of Live Chats) * 100</p> <p>Number of Live Chats Abandoned = Number of Live Chats where the User has abandoned the Live Chat once they have entered the Channel Queue after the Late Threshold (30 seconds) but before being responded to by a Service Desk Agent.</p> <p>Total Number of Live Chats = Number of Live Chats that a enter the Channel Queue in the Month.</p>	1 Month	0% to- 2.00%	2.01% to 3.00%	3.01% to 4.00%	>4.01%	1 Performance Points	3 Performance Points	5 Performance Points
<b>SLT00</b>	High	<b>User Satisfaction</b>	<b>Quality</b> Section	Measurement of User Satisfaction following an Interaction with the Service	Number of Users, scoring the Supplier above the medium point on the User	1 Month	100 to 85%	84.9 to 80%	79.9 to 75%	<75%			



3			30 2.01 2.06 4.07 26.02 26.03 32.01 32.02 32.06 32.07 32.14 33.01	Desk.	Satisfaction Survey expressed as a percentage of all Users to Respond in the Month.  In accordance with Paragraph 33 of the Business Requirements, the outcome of XLAs shall support this User Satisfaction KPI and drive user-focused behaviours from the Suppliers.			1 Performance Point	3 Performance Points	5 Performance Points
SLT004 - a	High	First Contact Resolution Rate: Voice Contacts	Delivery 2.05 4.02 4.07 5.02 5.04 12.12 14.02 14.05 16.02 35.12	Measurement of Voice Channel Incidents closed through First Contact Resolution.  % of incidents as agreed as in scope for First Contact Resolution, Resolved during first contact with the Service Desk.  First Contact Resolution applies when the initial contact is made with the Service Desk, and during that first contact the users ticket is placed in a closed status.  Number of Incidents by channel (excl. Incident Management Severity 1 & 2).  Total number of Incidents agreed as in scope for first contact resolution received by channel.  Note - FCR is identified by	100 –  100 – ((Total Number of First Contact Resolutions / Total Number of Resolvable First Contacts) * 100))  Total Number of First Contact Resolutions = Number of Incidents resolved at First Contact with a User via a Voice Channel.  Total Number of First Contacts = The Number of First Contacts made by Users through the Voice Channel  The measurement excludes calculations exclude Severity 1 and 2	1 Month	100% to 95%	94.9% to 92.5%  1 Performance Point	92.4% to 90%  3 Performance Points	<90%  5 Performance Points

				predefined Incident templates, so no error can be made.	Incidents and password resets.					
<b>SLT-004 - b</b>	High	<b>First Contact Resolution Rate: Live Chat</b>	<b>Delivery</b> 2.05 4.02 4.07 5.02 5.04 12.12 14.02 14.05 16.02 35.12	<p>Measurement of Live Chat Incidents closed through First Contact Resolution.</p> <p>% of incidents as agreed as in scope for First Contact Resolution, Resolved during first contact with the Service Desk.</p> <p>First Contact Resolution applies when the initial contact is made with the Service Desk, and during that first contact the users ticket is placed in a closed status.</p> <p>Number of Incidents by channel (excl. Incident Management Severity 1 &amp; 2).</p> <p>Total number of Incidents agreed as in scope for first contact resolution received by channel.</p> <p>Note - FCR is identified by predefined Incident templates, so no error can be made.</p>	<p>100 – ((Total Number of First Contact Resolutions / Total Number of Resolvable First Contacts) * 100))</p> <p>Total Number of First Contact Resolutions = Number of Incidents resolved at First Contact with a User via a Live Chat.</p> <p>Total Number of First Contacts = The Number of First Contacts made by Users through the Live Chat.</p> <p>The measurement excludes calculations exclude Severity 1 and 2 Incidents and password resets.</p>	1 Month	100% to 95%	94.9% to 92.5%	92.4% to 90%	<90%
<b>SLT005 - a</b>	High	<b>Speed to Answer: Voice Contacts</b>	<b>Delivery</b> 4.07 26.02	<p>Measurement of answering of Calls received by a Service Desk Agent through the Voice Channel within the required timescale.</p>	<p>100 – ((Number Calls answered within the Late Threshold / Total Number of Calls) * 100</p> <p>Where:</p> <p>Late Threshold = 20 seconds</p>	1 Month	100% to 90%	89.9% to 85%	84.9% to 80%	<80%

					<p>Number of Calls answered within the Late Threshold = The number of calls answered within 20 seconds</p> <p>Total Number of Calls = number of calls made to the helpdesk in the Month</p> <p>The Late Threshold will begin after the User has selected all necessary options in the IVR.</p>					
<b>SLT005 - b</b>	High	<b>Speed to Answer: Live Chat</b>	<b>Delivery</b> 4.07 26.02	Measurement of responding to Live Chats entered into by a Service Desk Agent through the Voice Channel within the required timescale.	<p>100 – ((Number of Live Chats responded to within the Late Threshold / Total Number of Live Chats) * 100</p> <p>Where:</p> <p>Late Threshold = 30 seconds</p> <p>Number of Live Chats responded to within the Late Threshold = The number of Live Chats responded to within 30 seconds</p> <p>Total Number of Live Chats = The number of Live Chats made to the helpdesk in the Month.</p>	1 Month	100% to 90%	89.9% to 85%	84.9% to 80%	<80%
								1 Performance Point	3 Performance Points	5 Performance Points

					The Late Threshold will begin after the User has entered the Channel Queue.					
<b>SLT-006</b>	High	<b>Breaches of Security caused by the Supplier</b>	<b>Quality</b>	Measurement of Breaches of Security caused by the Supplier against Schedule S3 (Security Requirements).	Total Number of Supplier Security Incidents in the Month.	1 Month	<1	1 1 Performance Point	2 3 Performance Points	>2 5 Performance Points
<b>KPI-001a</b>	Low	<b>Social Value Delivery Plans</b>	<b>Delivery</b> 2.04 36.01 36.02 36.03	Measurement of the Supplier's Social Value Delivery Plan ('SUDP') targets.	Measure Suppliers targets as per Schedule S12 Table 4 performance thresholds with the targeted measure being the attainment	3 Months	Good	Approaching Target  1 Performance Point	Requires Improvement  3 Performance Points	Inadequate  5 Performance Points
<b>KPI-002 - a</b>	Low	<b>Average Handling Time: Voice</b>	<b>Delivery</b> 4.02 4.07 26.06	Measurement of the average time Service Desk Agents take to handle User Voice contacts.	(Total Time spent on Voice Contacts / Total Number of Voice Contacts)  Total Time Spent on Voice Contacts = Total time in minutes of all Service Desk Agents spent in Voice Contacts with a User in the Month*.  Total Number of Voice Contacts = Total number of Voice Contacts answered in the Month.	3 Months	<12 minutes	12:01 to 13 minutes  1 Performance Points	13.01 to 14 minutes  3 Performance Points	>14 minutes  5 Performance Points

					<i>*Includes time a User has been placed on hold by a Service Desk Agent.</i>					
<b>KPI-002- b</b>	Low	<b>Average Handling Time: Live Chat</b>	<b>Delivery</b> 4.02 4.07 26.06	Measurement of the average time Service Desk Agents take to handle User Live Chats.	<p>(Total Time spent on Live Chats / Total Number of Live Chats)</p> <p>Total Time Spent on Voice Contacts = Total time in minutes of all Service Desk Agents spent in Voice Contacts in the Month.</p> <p>Total Number of Live Chats = Total number of Responded to Live Chats in the Month.</p>	3 Months	<20 minutes	20:01 to 22:30 minutes	22:31 to 25 minutes	>25 minutes  5 Performance Points
<b>KPI-003 - a</b>	Medium	<b>Contact Quality: Voice</b>	<b>Quality</b> 4.02 12.09 12.10 14.03 14.04 15.01 23.01 26.02 26.07	<p>Measurement of quality standards of Service Desk Agents on Voice Contacts.</p> <p>Each Voice contact shall meet the following quality standards:</p> <p>i. User validation to ensure the correct templates and User details have been captured accurately.</p> <p>ii. Appropriate questioning and active listening to resolve the call.</p> <p>iii. Ticket management to ensure correct Ticket routing where applicable.</p>	<p>100 – ((Number of Passed Spot Check Assessments / Total Number of Spot Check Assessments)) * 100)</p> <p>Number of Passed Spot Check Assessments = Number of Voice Contacts that are successfully assessed against the Buyer's quality standards in the Month.</p> <p>Total Number of Spot Check Assessments (to be performed by the Supplier)</p>	3 Months	100% to 90%	89.9% to 85%	84.9% to 80%	<80%  5 Performance Points

				<p>iv. Customer service skills demonstrating rapport and engagement between the Service Desk Agent and the User.</p> <p>v. Closure of the Contact after providing a Ticket reference and explaining any next steps if appropriate.</p>	= 0.2% of the Total Number of Answered Calls in the Month.						
<b>KPI-003- b</b>	Medium	<b>Contact Quality: Live Chat</b>	<b>Quality</b> 4.02 12.09 12.10 14.03 14.04 15.01 23.01 26.02 26.07	<p>Measurement of quality standards of Service Desk Agents on Live Chats.</p> <p>Each Live Chat should meet the following quality standards:</p> <p>i. User validation to ensure the correct templates and User details have been captured accurately.</p> <p>ii. Using appropriate questioning, paying attention to responses, accurate and appropriate spelling and grammar to resolve the chat.</p> <p>iii. Ticket management to ensure correct Ticket routing where applicable.</p> <p>iv. Customer service skills demonstrating rapport and engagement between the Service Desk Agent and the User.</p> <p>vi. Closure of the Contact after providing a Ticket reference and explaining any next steps if appropriate.</p>	<p>100 – ((Number of Passed Spot Check Assessments / Total Number of Spot Check Assessments)) * 100)</p> <p>Number of Passed Spot Check Assessments = Number of Live Chats that are successfully assessed against the Buyer's quality standards in the Month.</p> <p>Total Number of Spot Check Assessments (to be performed by the Supplier) = 0.2% of the Total Number of Responded to Live Chats in the Month.</p>	3 Months	100% to 90%	89.9% to 85%	84.9% to 80%	<80%	5 Performance Points
<b>KPI-004</b>	Medium	<b>Accurate Assignment</b>	<b>Quality</b> 16.02	Measurement of Tickets returned to the Service Desk Supplier due to quality standards not being met and	100 – ((Number of Reassigned Tickets) / Total	3 Months	100% to 85%	84.9% to 82.5%	82.4% to 80%	<80%	

		(Tickets)	16.03 16.10	<p>further investigations unable to take place.</p> <p>Every Contact should meet the following quality standards as defined in the MoJ Knowledge Base:</p> <ul style="list-style-type: none"> <li>i. Correct use of templates</li> <li>ii. Correct routing to resolver groups</li> <li>iii. Adequate Minimum Data Set</li> <li>iv. Adequate agreed first-time fix trouble shooting.</li> </ul>	<p>Number of Tickets) * 100</p> <p>Number of Reassigned Tickets = The Number of Tickets assigned back to the Service Desk in the Month.</p> <p>Total Number of Tickets = The Number of Tickets issued in the Month.</p>			1 Performance Point	3 Performance Points	5 Performance Points
KPI-05	Medium	Open ticket reduction	Quality	<p>Measurement of Opened Tickets that have been remained in the Resolver Queue for longer than 7 Working Days.</p>	<p>100 - ((Number of Aged Opened Tickets / Total Number of Opened Tickets) * 100)</p> <p>Number of Aged Opened Tickets = Total number of Incident Tickets in the Month that have been in the Resolver Queue for 7 Working Days or more.</p> <p>Total Number of Opened Tickets = Total number of tickets in the Resolver Queue in the Month.</p> <p>Includes Incident Ticket that have been re-assigned more than once.</p> <p>Excludes Incident Tickets that are 'On-hold' based on the agreed terms.</p>	3 Months	100% to 85%	84.9% to 82.5%	82.4% to 80%	<80%
								1 Performance Point	3 Performance Points	5 Performance Points

## SCHEDULE 4 - DISPUTE RESOLUTION PROCEDURE

### 1. DEFINITIONS

In this Schedule 4, the following definitions shall apply:

<b>“CEDR”</b>		the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b>“Counter Notice”</b>		has the meaning given in Paragraph 7.2;
<b>“Expert”</b>		in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute;
<b>“Expert Determination”</b>		determination by an Expert in accordance with Paragraph 6;
<b>“Expedited Dispute Timetable”</b>		the expedited dispute timetable set out in Paragraph 3;
<b>“Mediation Notice”</b>		has the meaning given in Paragraph 4.2;
<b>“Mediator”</b>		the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute;
<b>“Multi-Party Dispute”</b>		a Dispute which involves the Parties and one or more Related Third Parties;
<b>“Multi-Party Dispute Representatives”</b>		has the meaning given in Paragraph 9.7;
<b>“Multi-Party Dispute Resolution Board”</b>		has the meaning given in Paragraph 9.7;
<b>“Related Party(ies)”</b>	<b>Third</b>	a party to: (a) another contract with the Buyer or the Supplier which is relevant to this Contract; or (b) a Sub-Contract; and



**“Supplier Request”** a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

## **2. DISPUTE NOTICES**

2.1 If a Dispute arises then:

2.1.1 the Buyer Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable period, not being longer than twenty (20) Working Days, either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

- (a) the material particulars of the Dispute;
- (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- (c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

2.2.2 may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Buyer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2, then:

2.3.1 if it is served by the Buyer it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request, and in each case the provisions of Paragraph 9 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

2.4.1 first by commercial negotiation (as prescribed in Paragraph 4);

2.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and

- 2.4.3       lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 55).
- 2.5       Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.
- 2.6       Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8.

### **3. EXPEDITED DISPUTE TIMETABLE**

- 3.1 In exceptional circumstances where the use of the times in this Schedule 4 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Buyer.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Paragraph 4.2.3, ten (10) Working Days;
  - 3.2.2 in Paragraph 5.2, ten (10) Working Days;
  - 3.2.3 in Paragraph 6.2, five (5) Working Days; and
  - 3.2.4 in Paragraph 7.2, ten (10) Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two (2) Working Days after the deadline has passed, the Buyer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs (or two (2) Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Buyer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

### **4. COMMERCIAL NEGOTIATION**

- 4.1 Following the service of a Dispute Notice, then, so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Buyer and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Buyer Representative and the Supplier Representative, or such other individual as may be notified by a Party to the other Party from time to time.
- 4.2 If:
- 4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
  - 4.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or

- 4.2.3 the Parties have not settled the Dispute in accordance with Paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,
- 4.2.4 either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a “**Mediation Notice**”).

## 5. **MEDIATION**

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).
- 5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

## 6. **EXPERT DETERMINATION**

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:
  - 6.2.1 if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
  - 6.2.2 if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or

- 6.2.3 if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2.1 or 6.2.2, on the instructions of the president (or equivalent) of:
- (a) an appropriate body agreed between the Parties; or
  - (b) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.
- 6.3 The Expert shall act on the following basis:
- 6.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
  - 6.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
  - 6.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
  - 6.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
  - 6.3.5 the process shall be conducted in private and shall be confidential; and
  - 6.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

## **7. ARBITRATION**

- 7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Buyer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.
- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Buyer of its intentions and the Buyer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 7.3 If the Buyer serves a Counter Notice, then:
- 7.3.1 if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or

- 7.3.2 if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.
- 7.4 If the Buyer does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.
- 7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:
- 7.5.1 the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 7.5.5, 7.5.6 and 7.5.7);
- 7.5.2 the arbitration shall be administered by the LCIA;
- 7.5.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 7.5.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 7.5.5 the chair of the arbitral tribunal shall be British;
- 7.5.6 the arbitration proceedings shall take place in London and in the English language; and
- 7.5.7 the seat of the arbitration shall be London.

## **8. URGENT RELIEF**

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 8.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- 8.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

## **9. MULTI-PARTY DISPUTES**

- 9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the “**Multi-Party Dispute Resolution Procedure**”).
- 9.2 If at any time following the issue of a Dispute Notice, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Buyer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Buyer’s determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a “Multi-Party Procedure Initiation Notice”.
- 9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Buyer.
- 9.4 The Buyer shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:
- 9.5 a Multi-Party Dispute, in which case the Buyer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
- 9.5.1 not a Multi-Party Dispute, in which case the Buyer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8.
- 9.6 If the Buyer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.7 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “Multi-Party Dispute Resolution Board”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- 9.7.1 the Buyer;
- 9.7.2 the Supplier;
- 9.7.3 each Related Third Party involved in the Multi-Party Dispute; and
- 9.7.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Buyer considers necessary,
- (together “**Multi-Party Dispute Representatives**”).
- 9.8 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 9.8.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party

Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

9.8.2 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

9.8.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.9 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

9.9.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 shall apply;

9.9.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or

9.9.3 subject to Paragraph 9.10, Paragraph 7 shall apply to the Multi-Party Dispute,

and in each case references to the "Supplier" or the "Parties" in such provisions shall include a reference to all Related Third Parties.

9.10 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Buyer or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.



**SCHEDULE 5 - CHANGE CONTROL PROCEDURE**

**PART A – SHORT FORM CHANGE CONTROL PROCEDURE**

**NOT USED**

## PART B – LONG FORM CHANGE CONTROL PROCEDURE

### 1. DEFINITIONS

In this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), the following definitions shall apply:

<b>“Buyer Change Manager”</b>	the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer Representative;
<b>“Change Authorisation Note”</b>	an authorisation note setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
<b>“Change Request”</b>	a written request for a Contract Change which shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
<b>“Change Communication”</b>	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
<b>“Contract Change”</b>	any change to this Contract other than an Operational Change;
<b>“Fast-track Change”</b>	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
<b>“Impact Assessment”</b>	an assessment of a Change Request in accordance with Paragraph 5;
<b>“Impact Assessment Estimate”</b>	has the meaning given in Paragraph 4.3;
<b>“Operational Change”</b>	<p>any change in the Supplier's operational procedures which in all respects, when implemented:</p> <ul style="list-style-type: none"><li>(a) will not affect the Charges and will not result in any other costs to the Buyer;</li><li>(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;</li><li>(c) will not adversely affect the interfaces or interoperability of the Services with any of the Buyer's IT infrastructure; and</li></ul>

(d) will not require a change to this Contract;

**“Receiving Party”** the Party which receives a proposed Contract Change;

**“RFOC”** has the meaning given in Paragraph 9.2; and

**“Supplier Change Manager”** the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Supplier Representative.

## **2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE**

- 2.1 This Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) sets out the procedure for dealing with Changes.
- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a Change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:
  - 2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
  - 2.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
  - 2.3.3 the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
  - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
  - 2.3.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2; and
  - 2.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule S2 (Testing Procedures) where used, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2, then:

- 2.5.1 unless the Buyer expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
- 2.5.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 The Supplier shall:
  - 2.6.1 within 10 Working Days of the Buyer's signature and issue of a Change Authorisation Note, deliver to the Buyer a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
  - 2.6.2 thereafter provide to the Buyer such further copies of the updated Contract as the Buyer may from time to time request.

### **3. COSTS**

- 3.1 Subject to Paragraph 3.3:
  - 3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
  - 3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Buyer shall not be required to pay any such costs if:
    - (a) such costs are below the figure set out in Order Form;
    - (b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
    - (c) such costs exceed those in the accepted Impact Assessment Estimate.
- 3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates, or day costs (as applicable) set out in Schedule 2 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.
- 3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

### **4. CHANGE REQUEST**

- 4.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Buyer issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Buyer within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Buyer.
- 4.4 If the Buyer accepts an Impact Assessment Estimate, then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Buyer as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Buyer and provided that sufficient information is received by the Buyer to fully understand:
- 4.4.1 the nature of the request for clarification; and
- 4.4.2 the reasonable justification for the request;
- the time period to complete the Impact Assessment shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

## 5. **IMPACT ASSESSMENT**

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;
- 5.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract; and
- 5.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
- (a) the Services Specification and/or the Service Levels;
- (b) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
- (c) other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer's IT infrastructure;

- 5.1.4 details of the cost of implementing the proposed Contract Change;
  - 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
  - 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
  - 5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
  - 5.1.8 such other information as the Buyer may reasonably request in (or in response to) the Change Request.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom and European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 34 (Protection of Personal Data).
- 5.3 Subject to the provisions of Paragraph 5.4, the Buyer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within fifteen (15) Working Days of receiving the Impact Assessment.
- 5.4 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within ten (10) Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
- 5.5.1 include estimated volumes of each type of resource to be employed and the applicable rate card;
  - 5.5.2 include full disclosure of any assumptions underlying such Impact Assessment;
  - 5.5.3 include evidence of the cost of any assets required for the Change; and
  - 5.5.4 include details of any new Sub-Contracts necessary to accomplish the Change.

## **6. BUYER'S RIGHT OF APPROVAL**

- 6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
  - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
  - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 6.2 If the Buyer approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Change Authorisation Note shall constitute (or, where the Buyer has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.
- 6.3 If the Buyer does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to Paragraph 3 of Schedule 4 (Dispute Resolution Procedure).

## **7. SUPPLIER'S RIGHT OF APPROVAL**

- 7.1 Following an Impact Assessment, if:
- 7.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Buyer would:
    - (a) materially and adversely affect the risks to the health and safety of any person; and/or
    - (b) require the Services to be performed in a way that infringes any Law; and/or
  - 7.1.2 the Supplier demonstrates to the Buyer's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and the Services Specification does not state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Buyer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

## **8. FAST-TRACK CHANGES**

8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

8.2 If:

8.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and

8.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period and any period for which Termination Assistance may be required does not exceed the figure set out in the Order Form and the proposed Contract Change is not significant (as determined by the Buyer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

## **9. OPERATIONAL CHANGE PROCEDURE**

9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

9.1.1 have an impact on the business of the Buyer;

9.1.2 require a change to this Contract;

9.1.3 have a direct impact on use of the Services; or

9.1.4 involve the Buyer in paying any additional Charges or other costs.

9.2 The Buyer may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier Representative.

9.3 The RFOC shall include the following details:

9.3.1 the proposed Operational Change; and

9.3.2 the time-scale for completion of the Operational Change.



- 9.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.
- 9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC and shall promptly notify the Buyer when the Operational Change is completed.

**10. COMMUNICATIONS**

For any Change Communication to be valid under this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), it must be sent to either the Buyer Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 50 (Notices) shall apply to a Change Communication as if it were a notice.

**ANNEX 1: Change Request Form**

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED ( <i>OPTIONAL FIELD</i> ):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

## ANNEX 2: Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i> ]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE BUYER:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

## **SCHEDULE 6 - TRANSPARENCY REPORTS**

1. Within the three (3) months prior to the Services Commencement Date the Supplier shall provide to the Buyer for approval (the Buyer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements specified in Attachment 10 (Transparency Reports) of the Order Form.
2. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for approval by the Buyer 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.
3. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 10 (Transparency Reports) of the Order Form.
4. Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
5. The requirements in this Schedule 6 are in addition to any other reporting requirements in this Contract.

**SCHEDULE 7 - GOVERNANCE**

**PART A – SHORT FORM GOVERNANCE – Not Used**

## **PART B – LONG FORM GOVERNANCE**

### **1. DEFINITIONS**

In this Part B (Long Form Governance) of this Schedule 7 (Governance), the following definitions shall apply:

<b>“Board Member”</b>	the initial persons appointed by the Buyer and Supplier to the Boards as set out in in Annex 2 to this Schedule 7 (Governance) and any replacements from time to time agreed by the Parties in accordance with Paragraph 4.3;
<b>“Boards”</b>	the boards described in Annex 2 of this Schedule 7 (Governance) and “Board” shall mean any of them;
<b>“Senior Service Managers”</b>	the individuals appointed as such by the Buyer and the Supplier in accordance with Paragraph 2.

### **1A. INTRODUCTION**

- 1A.1 This Schedule 7 (Governance) describes the governance and each Party’s roles and responsibilities required to facilitate the management of the Services under this Contract.
- 1A.2 The high-level governance structure for this Contract is set out in Annex 1 to this Schedule 7 (Governance).

### **2. MANAGEMENT OF THE SERVICES**

- 2.1 The Supplier and the Buyer shall each appoint a Senior Service Manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

### **3. BOARDS**

#### **Establishment and structure of the Boards**

- 3.1 The Parties agree to operate the Boards and Forums specified as set out in Annexes 2 and 3 to this Schedule 7 (Governance).
- 3.2 The Parties shall each comply with the Governance Plan set out in Annex 3 to this Schedule 7, as such Governance Plan is updated by the Parties from time to time in the Service Desk Governance Board (as such Board is described in Annex 2 to this Schedule 7).
- 3.3 In relation to each Board, the:
- 3.3.1 Buyer’s Board Members;
  - 3.3.2 Supplier’s Board Members;
  - 3.3.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);
  - 3.3.4 chairperson for each Board;

- 3.3.5 required inputs and outputs of each Board; and
- 3.3.6 objectives of each Board together with relevant escalation channels for both Parties,

shall be as set out in Annex 2 to this Schedule 7 (Governance).

- 3.4 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.
- 3.5 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 3.6 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 3.7 The Parties agree that the first instance of each Board Meeting shall be used to validate the parameters set out in Annex 2 and record terms of reference. Any identified amendments will be dealt with using the change process.
- 3.8 The Parties shall consistently provide appropriately senior, authorised, qualified and experienced personnel from their organisations to the Boards.

#### **Board Meetings**

- 3.9 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:
  - 3.9.1 a delegate attends the relevant Board meeting in their place and that the delegate (wherever possible) is properly briefed and prepared; and
  - 3.9.2 that they are debriefed by such delegate after the Board meeting.
- 3.10 Each Board shall have a chairperson (as identified in Annex 2) and the chairperson for each Board shall be responsible for:
  - 3.10.1 tailoring for each meeting, and circulating, the agenda and any associated documentation and papers to all attendees at least two (2) Working Days in advance of such meeting;
  - 3.10.2 chairing the Board meetings; and
  - 3.10.3 recording decisions and agreements reached at the Board, based on the discussions and the input/feedback received from all participants.
- 3.11 Each Board meeting will be outcome based and defined outcomes will be delivered and realised within the agreed timescales. The decisions of the Board shall be binding on all Parties.

- 3.12 The agenda for each Board meeting shall be set by the Buyer on a standing basis, with due consideration given to any requests from the Supplier for standing agenda items.
- 3.13 The Buyer shall be responsible for providing a secretariat function in support of the governance arrangements for all Boards set out in Annex 2 (as described in Annex 2), which shall include but not be limited to:
  - 3.13.1 attendance at Board meetings;
  - 3.13.2 scheduling Board meetings;
  - 3.13.3 ensuring that minutes for Board meetings are recorded, approved by the chairperson of the relevant Board and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting;
  - 3.13.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings; and
  - 3.13.5 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.14 The Parties shall ensure that the personnel attending Board meetings:
  - 3.14.1 provide any agenda items and supporting material to the chairperson of the relevant Board at least five (5) Working Days in advance of the meeting;
  - 3.14.2 prepare for the meeting in advance such that they are fully briefed prior to the meeting;
  - 3.14.3 are empowered to support constructive discussions in those meetings;
  - 3.14.4 are required to ensure that any outputs and/or decisions made at those meetings are communicated to all personnel affected by such outputs/decisions as soon as reasonably practicable after such meeting has been held; and
  - 3.14.5 provide any required information, documentation, response to actions and reports to the chairperson of the relevant Board at least five (5) Working Days in advance of the meeting (for meetings less frequent than weekly) and at least two (2) Working Days in advance of the meeting (for weekly meetings).

#### **4. KEY SUB-CONTRACTORS**

- 4.1 To the extent that the Supplier requires the support and input of its Key Sub-Contractor(s) at any of the Boards, the Supplier shall procure that its Key Sub-Contractor(s) attend such Boards as may be required.
- 4.2 The Buyer acknowledges and agrees that in certain circumstances it will be appropriate and/or necessary for the Supplier Personnel, including personnel of any Key Sub-Contractor(s), to attend the Boards, provided always that Clause 37.6 shall apply and the Supplier shall remain responsible for all acts and omissions of its Key Sub-Contractor(s) and the acts and omissions of those employed or engaged by the Key Sub-Contractor(s) as if they were its own.
- 4.3 The Supplier shall not be entitled to any increase in the Charges for any input or support provided by any Key Sub-Contractor to any of the Boards in accordance with this Paragraph 4.

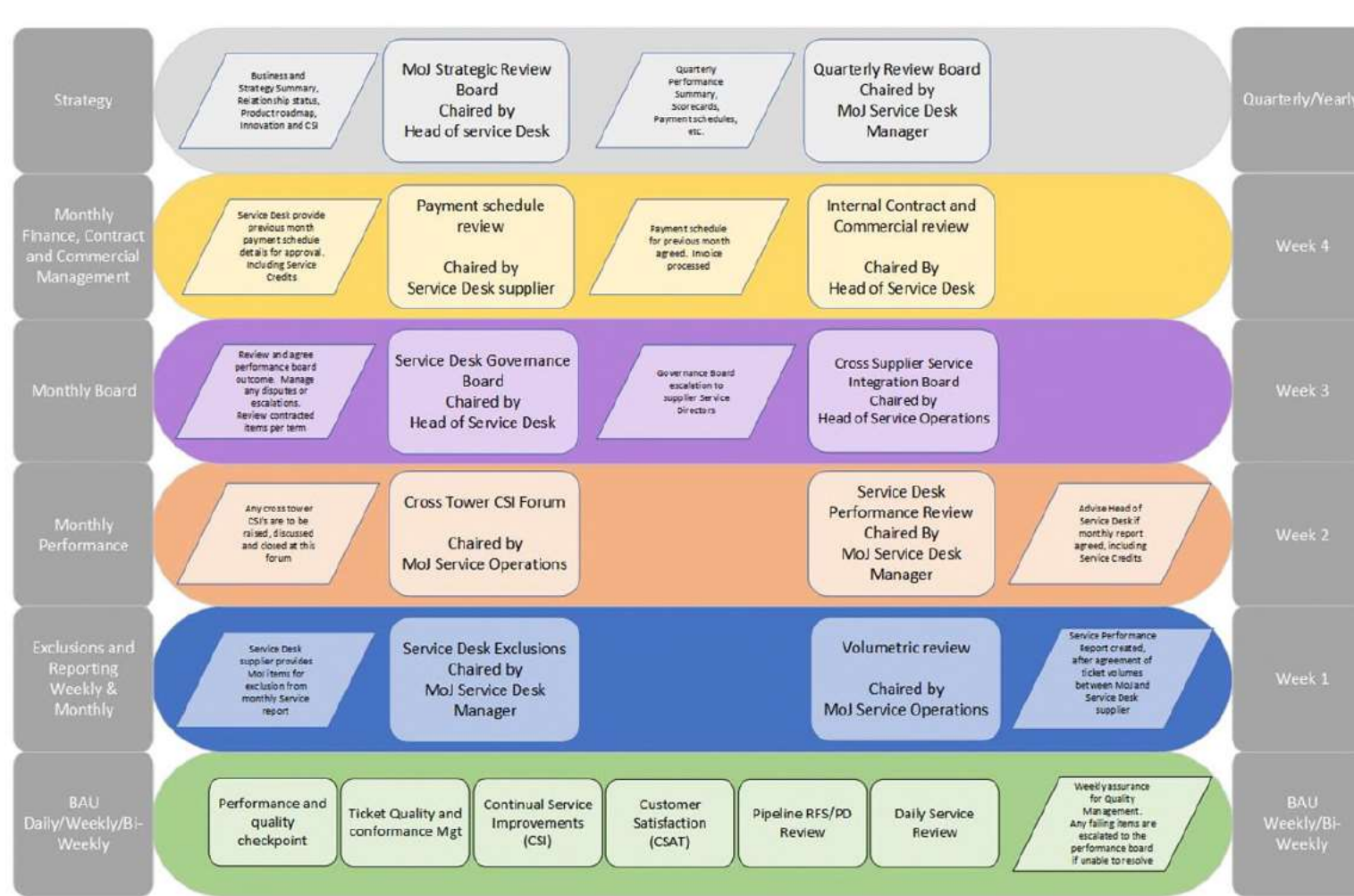
#### **5. INFORMAL MEETINGS**



- 5.1 This Schedule 7 (Governance) shall not prejudice the ability of the Parties to arrange informal meetings to discuss specific issues and ongoing project requirements relating to this Contract as necessary. The Parties shall cooperate to find convenient times and locations for such meetings and use reasonable endeavours to ensure that all identified attendees attend such meetings.

## ANNEX 1 - GOVERNANCE STRUCTURE

### MoJ Digital and Technology Service Desk, Governance Plan



## **ANNEX 2 - BOARDS, FORUMS & WORKING GROUPS**

The Parties agree to operate the following Boards as set out below:

Strategic Review Boards

1.2 MoJ Strategic Review Board

Meeting	MoJ Strategic Review Board		
<b>Frequency:</b>	Annual/Bi-Annual (as agreed)		
<b>Type:</b>	Joint	<b>Meeting Duration:</b>	2 hours
<b>Chair:</b>	Senior Business Owner		
<b>Purpose:</b>	<p>To ensure the strategic direction of the parties are aligned and are driving the appropriate actions to deliver the strategies.</p> <p>To create, maintain and deliver the Joint Business Plan to realise joint value to MoJ and the Supplier.</p>		
<b>Input to:</b>	Strategic Business Plan		
<b>Team Participants:</b>	<ul style="list-style-type: none"> <li>• Senior Business Owner</li> <li>• Service Owner</li> <li>• Lead Contract Manager</li> <li>• Commercial Manager</li> <li>• Cross Government Representative (as required)</li> <li>• Equivalent Supplier Representatives</li> </ul>		
<b>Roles and Responsibilities:</b>	<ul style="list-style-type: none"> <li>• Create and maintain the Joint Business Plan to realise joint value.</li> <li>• Confirm and manage escalations to the Strategic Review Board from the feeder boards and communicate the results to those boards.</li> <li>• Manage actions raised previous Strategic Review Boards to a conclusion</li> <li>• Confirm the entries from the various boards as a fair reflection of the performance of the supplier.</li> </ul>		
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>• Provide Business updates on strategic direction from both MoJ and Supplier.</li> <li>• Review the current innovation roadmap, pipeline of continuous service improvements.</li> <li>• High level review of the relationship status (360-degree feedback).</li> <li>• Review and agree the Joint Business Plan.</li> <li>• To manage ongoing actions raised within the board.</li> </ul>		

Meeting	MoJ Strategic Review Board
	<ul style="list-style-type: none"> <li>• To act as a forward-looking forum to consider opportunities for future commercial change for continuous improvement purposes.</li> </ul>
<b>Input Reports:</b>	<ul style="list-style-type: none"> <li>• Business and strategy summary from MoJ and the Supplier.</li> <li>• Summary report on the Current Relationship Status.</li> <li>• Status of current innovation/service improvement opportunities.</li> <li>• Product Roadmap – functionality requirements, enhancements in progress.</li> <li>• Innovation/Service Improvement proposals or requirements.</li> <li>• Updates on actions from previous Strategic Review Boards.</li> </ul>
<b>Expected Outcomes:</b>	<ul style="list-style-type: none"> <li>• Minutes and actions for MOJ &amp; the Supplier including progress against previous actions.</li> <li>• Updated Joint Business Plan.</li> <li>• Updated 360-degree feedback.</li> </ul>

### 1.3 Contract Quarterly Review Board

Meeting	Quarterly Review Board		
Frequency:	Quarterly		
Type:	Joint	Meeting Duration:	3 hours (including break)
Chair:	Senior Business Owner.		
Purpose:	To ensure both MoJ and Supplier businesses are delivering the required performance and improvements aligned to the Joint Business plan and strategic direction.		
Input to:	Strategic Review Board		
Team Participants:	<ul style="list-style-type: none"> <li>• Senior Business Owner</li> <li>• Service Owner</li> <li>• Commercial Manager</li> <li>• Digital Finance Manager</li> <li>• Finance Business Partner</li> <li>• Risk Manager</li> <li>• Operations Manager</li> <li>• Project Management (as required)</li> <li>• Contract Management Team</li> <li>• Equivalent Supplier Representatives</li> </ul>		
Roles and Responsibilities:	<ul style="list-style-type: none"> <li>• Assess the service performance issues, risks and escalations and take appropriate actions to resolve any performance issues arising.</li> <li>• Resolve commercial / financial issues arising between MoJ &amp; Supplier.</li> </ul>		

Meeting	Quarterly Review Board
	<ul style="list-style-type: none"> <li>• Confirm and manage escalations to the Strategic Review Board from the feeder boards and communicate the results to those boards.</li> <li>• Responsible for making key decisions for operational, commercial, Financial and Risk Management.</li> <li>• Management of risks, issues, and escalations.</li> <li>• To act as a forward-looking forum to consider opportunities for future commercial change for continuous improvement purposes.</li> <li>• Report any “good news” or service highlights.</li> </ul>
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>• Review a quarterly summary of performance (SLTs/KPIs).</li> <li>• To review the status of current risks, issues, and escalations.</li> <li>• To review the current relationship status (balanced scorecard).</li> <li>• To review the overall commercial and performance recording against Supplier commercial scorecard.</li> <li>• To review and resolve commercial issues, disputes and financial issues relating to the account, agreeing any remedies or mitigation activities required for delivery through the commercial function.</li> <li>• To review and monitor payments as escalation from the Payment Schedule.</li> <li>• To provide a forward look into opportunities for future commercial change to enhance benefits sharing, savings initiatives etc.</li> <li>• To review the future business pipeline, including any project activity in progress or to be approved.</li> <li>• To review the escalated issues from the Monthly Operational Reviews, agreeing remedial activities for delivery through the commercial function, or formal escalation to the Strategic Review Board, where appropriate.</li> <li>• Progress the Joint Business Plan.</li> </ul>

Meeting	Quarterly Review Board
<b>Input Reports:</b>	<ul style="list-style-type: none"> <li>• Updates on actions from previous Quarterly Review Boards</li> <li>• Quarterly Performance summary</li> <li>• Risks, issues &amp; escalations registers</li> <li>• Balanced Scorecard</li> <li>• Financial Summary</li> <li>• Payment Schedule, year to date</li> <li>• Aged debt / working at risk logs</li> <li>• Current Joint Business Plan</li> <li>• Output from the 360-degree relationship feedback</li> <li>• Project summary reports</li> <li>• Improvement project updates</li> <li>• Summary of Contract Changes/RFS</li> </ul>
<b>Expected Outcomes:</b>	<ul style="list-style-type: none"> <li>• Actions for MoJ &amp; the Supplier including progress against previous actions</li> <li>• Updated Risk, issues &amp; escalations registers</li> <li>• Escalation of issues for formal dispute resolution</li> <li>• Summary slides for the Strategic Review Board</li> <li>• Recommendations for updates to the Joint Business Plan</li> </ul>



## Service Delivery Governance Boards

### 1.4 Internal Contract and Commercial Review

Meeting	Internal Contract and Commercial Review
<b>Frequency:</b>	Monthly
<b>Chair:</b>	Head of Service Desk
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• Head of Service Operations</li> <li>• Service Desk Contract manager</li> <li>• Commercial Lead</li> </ul>
<b>Roles and Responsibilities / Escalation</b>	<ul style="list-style-type: none"> <li>• Discuss open actions and close</li> <li>• Discuss any issues relating to the contract</li> <li>• Identify any solutions to contractual issues</li> <li>• Escalate items of dispute raised in previous boards and forums</li> <li>• Confirm all commercial responsibilities of the Authority are being met</li> <li>• Ask for assistance</li> </ul>
<b>Value/Purpose</b>	An internal meeting to raise contract or commercial issues.
<b>Input Reports</b>	Minutes and action from governance forums and boards
<b>Expected Outcomes</b>	Major issues resolved, new ideas generated, support provided through collaboration, decision making

1.5 Payment schedule review

Meeting	Payment Schedule Review
Frequency:	Monthly
Chair:	Supplier Finance Team Lead
Team Participants	<ul style="list-style-type: none"> <li>• Head of Service Desk</li> <li>• Authority Finance Business Partner</li> <li>• Supplier Finance team</li> <li>• Supplier Service Director</li> <li>• Supplier Account director</li> </ul>
Roles and Responsibilities / Escalation	<ul style="list-style-type: none"> <li>• Review payment schedule for previous month</li> <li>• Discuss and rectify and issues</li> <li>• Confirm monthly cost</li> </ul>
Value/Purpose	Confirm previous month cost of service
Input Reports	Supplier Payment Schedule
Expected Outcomes	Approval for previous month cost of Service.

1.6 Cross Supplier Service Integration Board

Meeting	Cross Supplier Service Integration Board
<b>Frequency:</b>	Monthly
<b>Chair:</b>	Head of Service Operations
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• Head of Service Desk</li> <li>• Service Directors from suppliers providing IT contracted Services to the Authority</li> <li>• Head of Risk Management</li> </ul>
<b>Roles and Responsibilities / Escalation</b>	<ul style="list-style-type: none"> <li>• Discuss open actions and close</li> <li>• Collaborate on any cross supplier/Authority issues</li> <li>• Discuss ongoing and new projects</li> <li>• Prioritise any risk or issues for resolution</li> <li>• Raise and update on cross supplier issues/concerns/compliments/escalations</li> <li>• Review next month Service Transition Go Lives</li> <li>• Share information of interest to others suppliers/Authority</li> <li>• Ask for assistance (any participant)</li> </ul>
<b>Value/Purpose</b>	<ul style="list-style-type: none"> <li>• A board that is formed of senior stakeholders that can make decisions, resolve escalations discuss improvements and innovation, work together collaboratively</li> </ul>
<b>Input Reports</b>	<ul style="list-style-type: none"> <li>• Project status, escalations, High level Risks</li> <li>• Items for agenda</li> </ul>
<b>Expected Outcomes</b>	Major issues resolved, new ideas generated, support provided through collaboration, decision making

### 1.7 Service Desk Governance Board

Meeting		Service Desk Governance Board
<b>Frequency:</b>		Monthly
<b>Chair:</b>		Head of Service Desk
<b>Team Participants</b>		<ul style="list-style-type: none"> <li>• Head of Service Desk</li> <li>• Service Desk Operation Lead (Secretariat)</li> <li>• Supplier Account Director</li> <li>• Supplier Operations Director</li> <li>• Supplier Service Director</li> </ul>
<b>Escalation</b>		<ul style="list-style-type: none"> <li>• CSSIB</li> </ul>
<b>Purpose Monthly</b>	-	<p>Approval of the Service Desk Performance report for the previous months with:</p> <ul style="list-style-type: none"> <li>• Consideration of the recommendations from the MoJ Service Operations Lead following the Performance Review Forum</li> <li>• Disputes raised and resolved</li> <li>• Ensuring any failures of the service has an agreed Service Improvement Plan and any Service Credits are agreed and submitted.</li> <li>• Discuss any failures to deliver requirements, i.e., CSAT reports, and agree solution</li> <li>• Discuss upcoming demand</li> <li>• Review Cost Model and Monthly invoice for approval</li> <li>• Agree Service Credit value for submission to Finance</li> </ul>
<b>Purpose Quarterly</b>	–	<p>In addition to the monthly purpose:</p> <ul style="list-style-type: none"> <li>• Best Practice – Review of best practice applied to service to ensure fit for purpose</li> <li>• Social Value update</li> <li>• CSAT Response – Highlights provided on CSAT with details of agreed improvement and their benefits</li> <li>• Review of SLT's and KPI's that are failing– ensuring they remain fit for purpose and relevant plans in place</li> </ul>

Meeting		Service Desk Governance Board
<b>Purpose- Months</b>	<b>6</b>	In addition to the monthly purpose: <ul style="list-style-type: none"> <li>• Review of Governance Structure ensuring it remains fit for purpose</li> </ul>
<b>Purpose Yearly</b>	<b>–</b>	In addition to the monthly purpose: <ul style="list-style-type: none"> <li>• Review performance of Service for the Authority Financial Year. Identify lessons learnt and improvements</li> <li>• Review Exit plan</li> </ul>
<b>Input Reports</b>		<ul style="list-style-type: none"> <li>• Service Performance Report</li> <li>• Supplier provisioned SLA and KPI performance reports</li> <li>• CSAT monthly report</li> <li>• CSI monthly report</li> <li>• Other reports from forums in Governance structure</li> </ul>
<b>Expected Outcomes</b>		<p>Decisions around acceptance and completeness of Service Delivery Management reports, action items and risks will be made.</p> <p>Outstanding actions will be assigned and timeframe commitments for completion will be documented.</p> <p>Minutes and actions</p>

### 1.8 Cross Tower CSI Board

Meeting	CSI Board
<b>Frequency:</b>	Monthly per Supplier
<b>Chair:</b>	Head of Service Operations
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• CSI Process Owner/Manager/Coordinator</li> <li>• Service/Product Manager</li> <li>• Supplier CSI Lead</li> <li>• Additional Supplier SME attendees as required</li> </ul>
<b>Roles and Responsibilities</b>	<p><b>CSI Review Chair/SIAM CSI Manager:</b></p> <ul style="list-style-type: none"> <li>• Act as the ultimate decision maker</li> <li>• To chair all meetings (or nominate a chair if unable to attend)</li> <li>• Management of the Authority Cores Services CSI Process</li> <li>• To identify new members or additional persons required at the meeting</li> <li>• To ensure all the agenda items are fully explored</li> <li>• To ensure all actions are assigned owners and ETA's</li> </ul> <p><b>CSI Review Meeting Attendees:</b></p> <ul style="list-style-type: none"> <li>• Review all newly submitted CSI initiatives prior to the meeting, and as appropriate, determine and provide details of any potential impacts, scheduling conflicts or issues (both technical and business)</li> <li>• Attend all Supplier CSI Review meetings or nominate a suitable deputy if unable to attend to enable progress of CSI activity</li> <li>• To be available for consultation should input/clarification be required outside the Supplier CSI Review Meeting</li> <li>• To ensure actions are closed in agreed timeframes</li> <li>• To communicate any information pertinent to this meeting or the CSIB</li> <li>• To raise issues with CSI's as appropriate</li> </ul>
<b>Value / Purpose</b>	<ul style="list-style-type: none"> <li>• Review CSI progress updates</li> <li>• Review Supplier implementation plans to propose CSI initiatives pre-launch.</li> <li>• Clarity of Actions, Owners &amp; Next Steps</li> <li>• Review of Supplier provided analysis e.g., Root Cause Analysis (RCA)</li> <li>• Provides a forum to raise issues and risks to CSI implementations</li> </ul>

<b>Meeting</b>	<b>CSI Board</b>
<b>Typical Inputs</b>	Submitted CSI Forms, Up-to-date CSI Register, Trend Analysis, RCA, Rant & Rave analysis

## **ANNEX 3 GOVERNANCE PLAN**



# MoJ Justice Digital Service Desk Governance Plan

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- PURPOSE OF THIS DOCUMENT

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The purpose of this document is to provide details of the Governance process and plan that is used to govern the MoJ Justice Digital Service Desk.

The document provides a Terms of Reference (ToR) for each meeting, forum, or board within the Governance Plan.

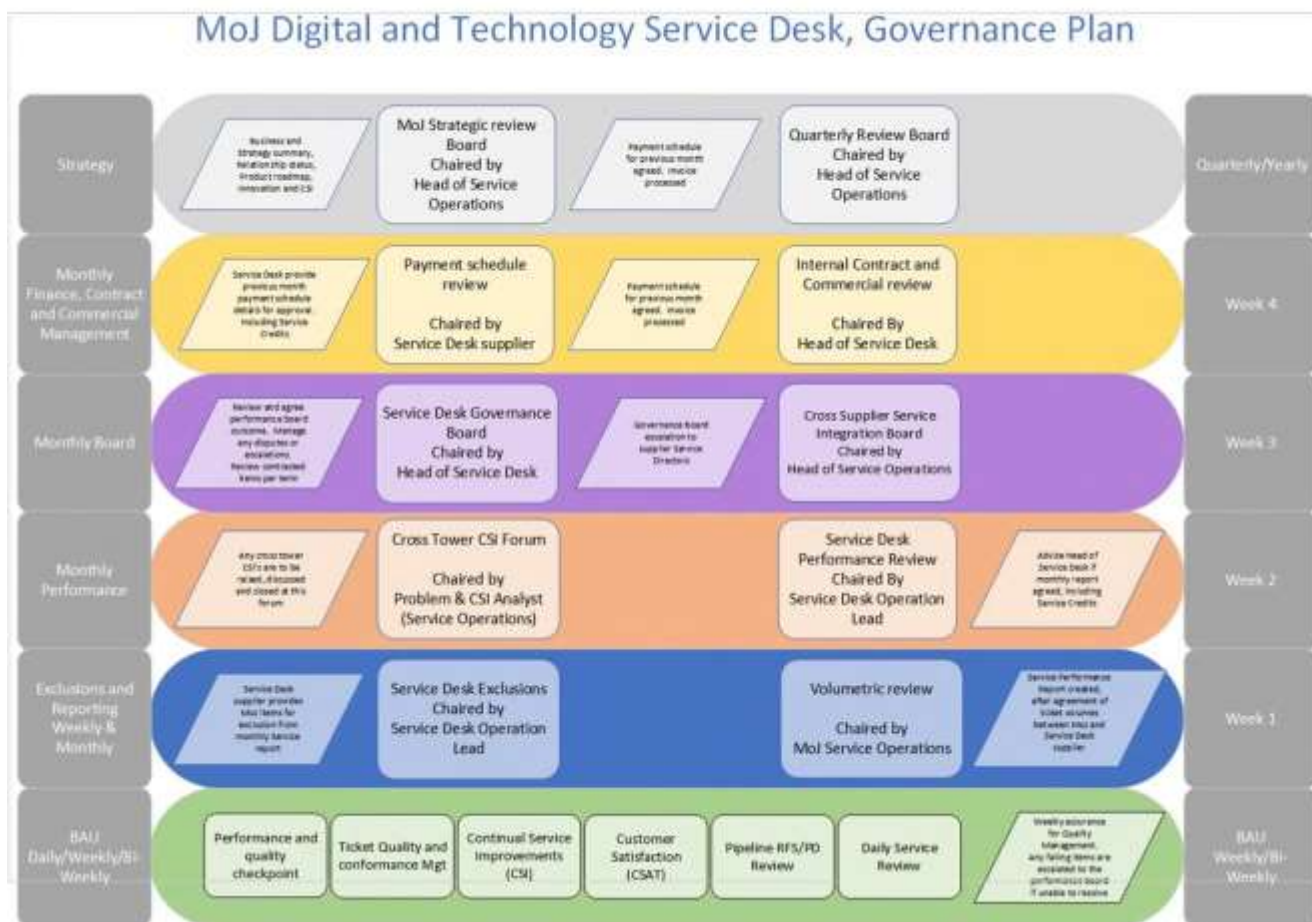
- GOVERNANCE STRUCTURE

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The governance structure is formed of five (5) layers of which all are documented and have agreed Terms of References to ensure the requirements are understood and met by all parties. The five (5) layers consist of:

- Pre-scheduled daily and weekly operational meetings
- Exclusion and reporting meetings,
- A Service Performance forum
- As Service Delivery board
- Finance, contract, and commercial reviews

If the overall or a significant part of the Service Desk continues to fail over a rolling three (3) month period, the contracted KPI's have specific activities that take place to incentives the supplier to resolve any issue. There is also a further layer of governance whereby the Authority invoke conversation with the supplier through commercial and legal channels as a last resort.



## • PRINCIPLES

The Service Desk Governance Meetings follow six main principles, namely;

1. Attendees unable to attend must send a deputy who has the authority to discuss and approve items in their place
2. Responsibilities are agreed and understood

Performance measures and reporting are clear and have been validated

All participants shall provide any required information, documentation, response to actions and reports to the Chair at least five (5) Working Days in advance of the meeting (for meetings less frequent than weekly) and at least two (2) Working Days in advance of the meeting (for weekly meetings).

All participants shall consistently provide appropriately senior, authorised, qualified and experienced personnel from their organisations to the Service Desk Governance Boards and Forums.

The agenda for the Service Desk Governance Boards, forums, reviews and meetings shall be distributed, by the Chair, to all core members and optional attendees at least two (2) Working Days in advance of each meeting.

Other attendees shall provide any agenda items and supporting material to the Chair at least five (5) Working Days in advance of the meeting.

Agenda items or issues that cannot be concluded, resolved or exceed the decision-making responsibilities of the Service Boards and Forums, as defined in the relevant terms of reference shall be escalated to the next higher meeting.

Minutes from the Service Desk Governance Boards and Forums, including actions, decisions and items for escalation, shall be distributed by the Chair to all meeting participants within three (3) Working Days of the meeting.

- STRATEGIC REVIEW BOARDS

#### MoJ STRATEGIC REVIEW BOARD

Meeting	MoJ Strategic Review Board		
<b>Frequency:</b>	Annual/Bi-Annual (as agreed)		
<b>Type:</b>	Joint	<b>Meeting Duration:</b>	2 hours
<b>Chair:</b>	Senior Business Owner		
<b>Purpose:</b>	<p>To ensure the strategic direction of the parties are aligned and are driving the appropriate actions to deliver the strategies.</p> <p>To create, maintain and deliver the Joint Business Plan to realise joint value to MoJ and the Supplier.</p>		
<b>Input to:</b>	Strategic Business Plan		
<b>Team Participants:</b>	<p>Senior Business Owner</p> <p>Service Owner</p> <p>Lead Contract Manager</p> <p>Commercial Manager</p> <p>Cross Government Representative (as required)</p> <p>Equivalent Supplier Representatives</p>		
<b>Roles and Responsibilities:</b>	<p>Create and maintain the Joint Business Plan to realise joint value.</p> <p>Confirm and manage escalations to the Strategic Review Board from the feeder boards and communicate the results to those boards.</p> <p>Manage actions raised previous Strategic Review Boards to a conclusion</p> <p>Confirm the entries from the various boards as a fair reflection of the performance of the supplier.</p>		
<b>Objectives:</b>	<p>Provide Business updates on strategic direction from both MoJ and Supplier.</p> <p>Review the current innovation roadmap, pipeline of continuous service improvements.</p> <p>High level review of the relationship status (360-degree feedback).</p> <p>Review and agree the Joint Business Plan.</p> <p>To manage ongoing actions raised within the board.</p> <p>To act as a forward-looking forum to consider opportunities for future commercial change for continuous improvement purposes.</p>		
<b>Input Reports:</b>	<p>Business and strategy summary from MoJ and the Supplier.</p> <p>Summary report on the Current Relationship Status.</p> <p>Status of current innovation/service improvement opportunities.</p> <p>Product Roadmap – functionality requirements, enhancements in progress.</p> <p>Innovation/Service Improvement proposals or requirements.</p> <p>Updates on actions from previous Strategic Review Boards.</p>		

Meeting	MoJ Strategic Review Board
<b>Expected Outcomes:</b>	<p>Minutes and actions for MOJ &amp; the Supplier including progress against previous actions.</p> <p>Updated Joint Business Plan.</p> <p>Updated 360-degree feedback</p>

## CONTRACT QUARTERLY REVIEW BOARD

Meeting	Quarterly Review Board		
Frequency:	Quarterly		
Type:	Joint	Meeting Duration:	3 hours (including break)
Chair:	Senior Business Owner		
Purpose:	To ensure both MoJ and supplier businesses are delivering the required performance and improvements aligned to the Joint Business plan and strategic direction.		
Input to:	Strategic Review Board		
Team Participants:	Senior Business Owner Service Owner Commercial Manager Digital Finance Manager Finance Business Partner Risk Manager Operations Manager Project Management (as required) Contract Management Team Equivalent Supplier Representatives		
Roles and Responsibilities:	Assess the service performance issues, risks and escalations and take appropriate actions to resolve any performance issues arising. Resolve commercial / financial issues arising between MoJ & Supplier Confirm and manage escalations to the Strategic Review Board from the feeder boards and communicate the results to those boards. Responsible for making key decisions for operational, commercial, Financial and Risk Management. Management of risks, issues, and escalations. To act as a forward-looking forum to consider opportunities for future commercial change for continuous improvement purposes. Report any “good news” or service highlights.		
Objectives:	Review a quarterly summary of performance (SLTs/KPIs). To review the status of current risks, issues, and escalations. To review the current relationship status (balanced scorecard). To review the overall commercial and performance recording against Supplier commercial scorecard. To review and resolve commercial issues, disputes and financial issues relating to the account, agreeing any remedies or mitigation activities required for delivery through the commercial function To review and monitor payments as escalation from the Payment Schedule.		



Meeting	Quarterly Review Board
	<p>To provide a forward look into opportunities for future commercial change to enhance benefits sharing, savings initiatives etc.</p> <p>To review the future business pipeline, including any project activity in progress or to be approved.</p> <p>To review the escalated issues from the Monthly Operational Reviews, agreeing remedial activities for delivery through the commercial function, or formal escalation to the Strategic Review Board, where appropriate.</p> <p>Progress the Joint Business Plan.</p>
<b>Input Reports:</b>	<p>Updates on actions from previous Quarterly Review Boards.</p> <p>Quarterly Performance summary</p> <p>Risks, issues &amp; escalations registers</p> <p>Balanced Scorecard</p> <p>Financial Summary</p> <p>Payment Schedule, year to date</p> <p>Aged debt / working at risk logs</p> <p>Current Joint Business Plan</p> <p>Output from the 360-degree relationship feedback</p> <p>Project summary reports</p> <p>Improvement project updates</p> <p>Summary of Contract Changes/RFS</p>
<b>Expected Outcomes:</b>	<p>Actions for MoJ &amp; the Supplier including progress against previous actions</p> <p>Updated Risk, issues &amp; escalations registers</p> <p>Escalation of issues for formal dispute resolution</p> <p>Summary slides for the Strategic Review Board</p> <p>Recommendations for updates to the Joint Business Plan.</p>

## • SERVICE DELIVERY GOVERNANCE BOARDS

INTERNAL CONTRACT AND COMMERCIAL REVIEW	
Meeting	Internal Contract and Commercial Review
<b>Frequency:</b>	Monthly
<b>Chair:</b>	Head of Service Desk
<b>Team Participants</b>	<p>Head of Service Operations</p> <p>Service Desk Contract manager</p> <p>Commercial Lead</p>
<b>Roles and Responsibilities / Escalation</b>	<p>Discuss open actions and close</p> <p>Discuss any issues relating to the contract</p> <p>Identify any solutions to contractual issues</p>

Meeting	Internal Contract and Commercial Review
	Escalate items of dispute raised in previous boards and forums Confirm all commercial responsibilities of the Authority are being met Ask for assistance
Value/Purpose	An internal meeting to raise contract or commercial issues.
Input Reports	Minutes and action from governance forums and boards
Expected Outcomes	Major issues resolved, new ideas generated, support provided through collaboration, decision making

#### PAYMENT SCHEDULE REVIEW

Meeting	Payment Schedule Review
Frequency:	Monthly
Chair:	Supplier Finance Team Lead
Team Participants	Head of Service Desk Authority Finance Business Partner Supplier Finance team Supplier Service Director Supplier Account director
Roles and Responsibilities / Escalation	Review payment schedule for previous month Discuss and rectify and issues Confirm monthly cost
Value/Purpose	Confirm previous month cost of service
Input Reports	Supplier Payment Schedule
Expected Outcomes	Approval for previous month cost of Service.

#### CROSS SUPPLIER SERVICE INTEGRATION BOARD

Meeting	Cross Supplier Service Integration Board
Frequency:	Monthly
Chair:	Head of Service Operations
Team Participants	Head of Service Desk Service Directors from suppliers providing IT contracted Services to the Authority Head of Risk Management
Roles and Responsibilities / Escalation	Discuss open actions and close Collaborate on any cross supplier/Authority issues Discuss ongoing and new projects Prioritise any risk or issues for resolution Raise and update on cross supplier issues/concerns/compliments/escalations Review next month Service Transition Go Lives Share information of interest to others suppliers/Authority Ask for assistance (any participant)

Meeting	Cross Supplier Service Integration Board
<b>Value/Purpose</b>	A board that is formed of senior stakeholders that can make decisions, resolve escalations discuss improvements and innovation, work together collaboratively
<b>Input Reports</b>	Project status, escalations, High level Risks Items for agenda
<b>Expected Outcomes</b>	Major issues resolved, new ideas generated, support provided through collaboration, decision making

### SERVICE DESK GOVERNANCE BOARD

Meeting	Service Desk Governance Board
<b>Frequency:</b>	Monthly
<b>Chair:</b>	Head of Service Desk
<b>Team Participants</b>	Head of Service Desk Service Desk Operation Lead (Secretariat) Supplier Account Director Supplier Operations Director Supplier Service Director
<b>Escalation</b>	CSSIB
<b>Purpose - Monthly</b>	Approval of the Service Desk Performance report for the previous months with:  Consideration of the recommendations from the MoJ Service Operations Lead following the Performance Review Forum Disputes raised and resolved Ensuring any failures of the service has an agreed Service Improvement Plan and any Service Credits are agreed and submitted. Discuss any failures to deliver requirements, i.e. CSAT reports, and agree solution Discuss upcoming Demand Review Cost Model and Monthly invoice for approval Agree Service Credit value for submission to Finance
<b>Purpose – Quarterly</b>	In addition to the monthly purpose:  Best Practice – Review of best practice applied to service to ensure fit for purpose Social Value update (see Annex A) CSAT Response – Highlights provided on CSAT with details of agreed improvement and their benefits Review of SLT's and KPI's that are failing– ensuring they remain fit for purpose and relevant plan's in place
<b>Purpose- 6 Months</b>	In addition to the monthly purpose:  Review of Governance Structure ensuring it remains fit for purpose
<b>Purpose – Yearly</b>	In addition to the monthly purpose:  Review performance of Service for the Authority Financial Year. Identify lessons learnt and improvements Review Exit plan
<b>Input Reports</b>	Service Performance Report Supplier provisioned SLA and KPI performance reports CSAT monthly report CSI monthly report Other reports from forums in Governance structure
<b>Expected Outcomes</b>	Decisions around acceptance and completeness of Service Delivery Management reports, action items and risks will be made.  Outstanding actions will be assigned and timeframe commitments for completion will be documented.  Minutes and actions

### SERVICE DESK PERFORMANCE REVIEW FORUM

Meeting	Service Desk Performance Review Forum
<b>Frequency:</b>	Monthly
<b>Chair:</b>	Service Desk Operation Manager
<b>Team Participants</b>	Service Desk Operations Manager Service Desk Operations Lead Authority Compliments, Complaints and Escalations (CCE) Lead Head of Availability, Capacity, Demand and SACM Head of Event, Problem, Incident, Change and Knowledge Head of Change, Release and Transition Head of Service Strategy, Design, Governance Supplier Senior Team Manager Supplier Service Delivery Manager (x2) Supplier Service Desk Team Manager
<b>Escalation</b>	Service Desk Governance Board
<b>Value/Purpose Monthly</b>	<p>Review of the previous months service to ensure the service is being delivered in line with expectation and the Contract. The review includes:</p> <p>The previous months performance metric (SLT &amp; KPI) achievement</p> <p>Presentation of Service Delivery Performance Reports prepared by both parties</p> <p>Discuss proactive improvements, problem investigation or Knowledge gaps raised by the supplier</p> <p>Any performance metrics that have failed will be detailed in a report, provided in advance, with clear and concise explanation of why and how this would be prevented in the future (if within the suppliers control).</p> <ul style="list-style-type: none"> <li>○ In addition, any achievements of exceptional service will also be reported and discussed to determine if the approach can be used elsewhere</li> <li>○ Discuss any remedial actions due to performance failures</li> </ul> <p>Assure that the Service Desk is being delivered in an efficient and cost-effective manner and is meeting the requirements of the Authority</p> <p>Approve or decline any CSI initiatives that contain cost, ready for triage submission and approval</p> <p>Discuss perception of service delivery based on reports from End Users/business units/Surveys and Operational Day to Day running</p> <p>Review CSAT results and agree any improvements or actions to be taken</p> <p>Report status or generation of CSI initiatives, knowledge article status, problem management</p> <p>Review any risks or issues to service delivery, ensuring they have suitable mitigations and plans to resolve them</p> <p>Update on P3 and P4 lifecycle management and contact handling process activities:</p> <ul style="list-style-type: none"> <li>○ trending and analysis of previous months P3 and P4 incidents</li> <li>○ Proactive and reactive actions taken</li> <li>○ CSI initiatives, knowledge article status, problems identified and implemented</li> <li>○ Escalation of non-conformation of process</li> <li>○ Suppliers breaching targets (with details of agreed plan)</li> <li>○ Items requiring support/escalation from the Supplier</li> </ul>

Meeting	Service Desk Performance Review Forum
	<ul style="list-style-type: none"> <li>○ Reduction in Aged Tickets, on hold incorrectly attributed, incorrect reassignments, etc.</li> </ul> <p>Discuss incoming demand requiring Service Desk support wrap</p> <p>Discuss and prioritise actions arising, as required, because of escalations or impact to performance</p>
<b>Value/Purpose Quarterly</b>	<p>In addition to the monthly purpose:</p> <p>Conduct quarterly reviews of Key Performance Indicators and any that have been proposed to be promoted to Service Level Targets.</p> <p>Review of Exclusion Principles</p> <p>Review CSAT response levels and ensure full monthly review of all levels of answers are consider and improvements identified</p>
<b>Value/Purpose 6 Months</b>	<p>Review Call Handling Process ensuring remains fit for purpose</p> <p>Review of all services identified as first-time fixable ensuring these remain in line with changes business drivers and services</p>
<b>Input Reports</b>	<p>Telephony and ITSM Toolset reports and all ITIL processes, i.e. CSAT, CSI, Sev 3 &amp; 4</p> <p>Monthly statistics</p> <p>SLT and KPI previous Months stats – details of success and failure</p> <p>Disputed Service Desk Exclusion Rejections</p>
<b>Expected Outcomes</b>	<p>Decisions around acceptance and completeness of Service Operations Reports</p> <p>Accepted Service Desk Performance Report</p>

### CROSS TOWER CSI FORUM

Meeting	CSI Board
<b>Frequency:</b>	Monthly per Supplier
<b>Chair:</b>	Head of Service Operations
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• CSI Process Owner/Manager/Coordinator</li> <li>• Service/Product Manager</li> <li>• Supplier CSI Lead</li> <li>• Additional Supplier SME attendees as required</li> </ul>
<b>Roles and Responsibilities</b>	<p><b>CSI Review Chair/SIAM CSI Manager:</b></p> <ul style="list-style-type: none"> <li>• Act as the ultimate decision maker</li> <li>• To chair all meetings (or nominate a chair if unable to attend)</li> <li>• Management of the Authority Cores Services CSI Process</li> <li>• To identify new members or additional persons required at the meeting</li> <li>• To ensure all the agenda items are fully explored</li> <li>• To ensure all actions are assigned owners and ETA's</li> </ul> <p><b>CSI Review Meeting Attendees:</b></p> <ul style="list-style-type: none"> <li>• Review all newly submitted CSI initiatives prior to the meeting, and as appropriate, determine and provide details of any potential impacts, scheduling conflicts or issues (both technical and business)</li> <li>• Attend all Supplier CSI Review meetings or nominate a suitable deputy if unable to attend to enable progress of CSI activity</li> <li>• To be available for consultation should input/clarification be required outside the Supplier CSI Review Meeting</li> <li>• To ensure actions are closed in agreed timeframes</li> <li>• To communicate any information pertinent to this meeting or the CSIB</li> <li>• To raise issues with CSI's as appropriate</li> </ul>
<b>Value / Purpose</b>	<p>Review CSI progress updates</p> <p>Review Supplier implementation plans to propose CSI initiatives pre-launch.</p> <p>Clarity of Actions, Owners &amp; Next Steps</p> <p>Review of Supplier provided analysis e.g. Root Cause Analysis (RCA)</p> <p>Provides a forum to raise issues and risks to CSI implementations</p>
<b>Typical Inputs</b>	Submitted CSI Forms, Up-to-date CSI Register, Trend Analysis, RCA, Rant & Rave analysis

### EXCLUSION FORUM

Meeting	Exclusion Forum
<b>Frequency:</b>	Weekly
<b>Chair</b>	MoJ Service Desk Operations Lead
<b>Input to:</b>	Service Desk Performance Review
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• MoJ Service Desk Operations Lead</li> <li>• MoJ Service Desk Support Manager</li> <li>• Supplier Service Delivery Manager</li> <li>• </li> </ul>
<b>Roles and Responsibilities</b>	<p>Authority role:</p> <ul style="list-style-type: none"> <li>• Chair the meeting</li> <li>• Review, approve or decline any manual exclusions presented by the supplier</li> <li>• Confirm validity of the Exclusion against the Exclusions Workbook</li> <li>• Review, approve or decline additional requests for set exclusion items</li> </ul> <p>Supplier role:</p> <ul style="list-style-type: none"> <li>• Present any disputed Exclusion Rejections</li> <li>• Confirm validity of the Exclusion Report</li> <li>• Present any new exclusion items</li> <li>• Provide detailed report any remedy if exclusion Principles are not being adhered too</li> </ul>
<b>Value / Purpose</b>	<p>The objectives of the Forum are to:</p> <ul style="list-style-type: none"> <li>• Approve and agree the Exclusion Report</li> <li>• Escalation, as required, for disputed Exclusion Rejections</li> </ul>
<b>Input Reports</b>	<p>Exclusion Report</p> <p>Disputed Service Desk Exclusion Rejections</p>
<b>Expected Outcomes</b>	An agreed Exclusion Report
<b>Agreed principles</b>	<ul style="list-style-type: none"> <li>• Agreed principles shall be documented and tracked in the Exclusion Workbook Report to be agreed as part of Mobilisation and Transition.</li> <li>• Any changes to the agreed principles will be tabled and presented for acceptance at the monthly Service Desk Governance Board. These changes will be recorded and subsequently added into the Exclusion Report.</li> </ul>



## PERFORMANCE AND QUALITY CHECKPOINT

Meeting	Performance and Quality Checkpoint
<b>Frequency:</b>	Every two weeks
<b>Chair</b>	MoJ Service Desk Operations Lead
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• Service Desk Operations Lead</li> <li>• Supplier Service Team manager(s)</li> </ul>
<b>Roles and Responsibilities</b>	<p>Authority role:</p> <ul style="list-style-type: none"> <li>• Present any identified issues or concerns on Performance or quality</li> <li>• Discuss the progress of items already being managed</li> </ul> <p>Supplier role:</p> <ul style="list-style-type: none"> <li>• Provide updates to existing items</li> <li>• Request for help if any blockers in place</li> <li>• Provide any plans and updates for major issues</li> <li>• Review and agree and proposed new issues from Authority</li> </ul>
<b>Value / Purpose</b>	<p>The objectives of the meeting are to:</p> <ul style="list-style-type: none"> <li>• Manage any performance or quality issue to completion and no further reoccurrence</li> </ul>
<b>Expected Outcomes</b>	Improved/continued good service
<b>Agreed principles</b>	<ul style="list-style-type: none"> <li>• All current items of investigation are continually updated</li> </ul>

### CONTINUAL SERVICE IMPROVEMENTS

Meeting	Continual Service Improvements (CSI)
<b>Frequency:</b>	Every two weeks
<b>Chair</b>	MoJ Service Desk Operations Lead
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• Service Desk Operations Lead</li> <li>• Supplier Service Team manager(s)</li> </ul>
<b>Roles and Responsibilities</b>	<p>Authority role:</p> <ul style="list-style-type: none"> <li>• Present any identified CSI's</li> <li>• Discuss the progress of items already being managed</li> </ul> <p>Supplier role:</p> <ul style="list-style-type: none"> <li>• Provide updates to existing items</li> <li>• Request for help if any blockers in place</li> <li>• Provide any plans and updates for major CSI's</li> <li>• Review and agree and proposed new CSI's from Authority</li> </ul>
<b>Value / Purpose</b>	<p>The objectives of the meeting are to:</p> <ul style="list-style-type: none"> <li>• Identify and implement CSI's for the Service Desk function</li> </ul>
<b>Expected Outcomes</b>	Improved/continued good service
<b>Agreed principles</b>	<ul style="list-style-type: none"> <li>• All current items of investigation are continually updated</li> </ul>

### CUSTOMER SATISFACTION

Meeting	Customer satisfaction (CSAT)
<b>Frequency:</b>	Every two weeks
<b>Chair</b>	MoJ Service Desk Operations Lead
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• Service Desk Operations Lead</li> <li>• Supplier Service Team manager(s)</li> </ul>
<b>Roles and Responsibilities</b>	<p>Authority role:</p> <ul style="list-style-type: none"> <li>• Present any identified issues or concerns relating to CSAT</li> <li>• Discuss the progress of items already being managed</li> </ul> <p>Supplier role:</p> <ul style="list-style-type: none"> <li>• Provide updates to existing items</li> <li>• Request for help if any blockers in place</li> <li>• Provide any plans and updates for major issues</li> <li>• Review and agree and proposed new issues from Authority</li> </ul>
<b>Value / Purpose</b>	<p>The objectives of the meeting are to:</p> <ul style="list-style-type: none"> <li>• Ensure that outcome of CSAT surveys are being used to improve service, identify issues and identify what is being done right and should be repeated</li> </ul>
<b>Expected Outcomes</b>	Improved/continued good service
<b>Agreed principles</b>	<ul style="list-style-type: none"> <li>• All current items of investigation are continually updated</li> <li>• The CSAT report should be delivered weekly to the Authority</li> </ul>

### PIPELINE RFS/PD REVIEW

Meeting	Pipeline RFS/PD Review
<b>Frequency:</b>	Every week
<b>Chair</b>	Service Desk Operations Lead
<b>Team Participants</b>	<ul style="list-style-type: none"> <li>• Service Desk Operations Lead</li> <li>• Supplier Service Delivery manager</li> <li>• Supplier Service Team manager(s)</li> </ul>
<b>Roles and Responsibilities</b>	<p>Authority role:</p> <ul style="list-style-type: none"> <li>• Advise supplier of any incoming demand</li> <li>• Advise and discuss any demand that has an issue</li> <li>• Aid and support for any new demand where required</li> <li>• Track progress of Demand items</li> </ul> <p>Supplier role:</p> <ul style="list-style-type: none"> <li>• Provide updates to existing items</li> <li>• Request for help if any blockers in place</li> <li>• Provide any plans and updates for major issues</li> <li>• Review and agree and proposed new issues from Authority</li> </ul>
<b>Value / Purpose</b>	<p>The objectives of the meeting are to:</p> <ul style="list-style-type: none"> <li>• Ensure that any new Demand the requires the support of the MoJ D&amp;T Service Desk is managing through the relevant processes</li> <li>• Any new Demand is responded to by the supplier against the existing contracted service and provides value for money</li> </ul>
<b>Expected Outcomes</b>	Seamless implementation of new of significantly modified It services
<b>Agreed principles</b>	<ul style="list-style-type: none"> <li>• PD responses are of quality and value for money</li> </ul>

### **DAILY SERVICE REVIEW**

The purpose of the Daily Service Review (DSR) is to review business services each working day. The objective of this process is to identify issues impacting Service Delivery, and to provide oversight of improvements where appropriate.

- Each team will be asked to bring any concerns that may impact BAU services, and any issues that the forum could assist with. The following themes will be reviewed in each meeting:
- Overnight issues and new issues occurring since the previous meeting
- Outstanding major incidents
- Any change management issues or concerns since the previous meeting
- Significant change requests due before the next meeting
- Update on outstanding problem records & tasks
- Update on outstanding, aged, and/or escalated incidents
- Update on any security concerns
- Any necessary escalations

The attachment details the Terms of reference in Full and is owned by MoJ Service Operations Team.



**Daily Service Review  
TOR V1.0.pdf**

## ANNEX A - SOCIAL VALUES

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Theme	Policy outcomes	Benefits
Tackling economic inequality	Create new businesses, new jobs, and new skills	MAC 2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
Fighting climate change	Effective stewardship of the environment	MAC 4.1: Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.
Wellbeing	Improve health and wellbeing	MAC 7.1: Support health and wellbeing in the workforce

## SCHEDULE 8 - FINANCIAL DISTRESS

### 1. DEFINITIONS

In this Schedule 8 (Financial Distress), the following definitions shall apply:

**"Credit Rating Threshold"** the minimum credit rating level for the Monitored Company as set out in Part A of Attachment 7 (Financial Distress) of the Order Form;

**"Financial Distress Event"** the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Sub-Contractor (where applicable) notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
  - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
  - ii) non-payment by the Monitored Company of any financial indebtedness;
  - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
  - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company;

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly

impact on the continued performance delivery of the Services in accordance with this Contract;

<b>"Financial Distress Service Continuity Plan"</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs;
<b>"Monitored Company"</b>	Supplier, Guarantor (if any) or any Key Sub-Contractor; and
<b>"Rating Agencies"</b>	the rating agencies set out in Part B of Attachment 7 (Financial Distress) of the Order Form.

## 2. WARRANTIES AND DUTY TO NOTIFY

- 2.1 The Supplier warrants and represents to the Buyer that as at the Commencement Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Part B of Attachment 7 (Financial Distress) of the Order Form.
- 2.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 2.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Buyer within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of written request by the Buyer (such requests not to exceed four (4) in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by Buyer. For these purposes the "quick ratio" on any date means:

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

where:

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



- 2.4 The Supplier shall:
- 2.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
  - 2.4.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 2.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

### **3. CONSEQUENCES OF FINANCIAL DISTRESS EVENTS**

- 3.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 3.3 to 3.6.
- 3.2 In the event that a Financial Distress Event arises due to a Key Sub-Contractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 3.3 without first giving the Supplier ten (10) Working Days to:
- 3.2.1 rectify such late or non-payment; or
  - 3.2.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 3.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 3.3.1 at the request of the Buyer, meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and
  - 3.3.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 3.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:
    - (a) submit to the Buyer for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as the Buyer may reasonably require.

- 3.4 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Buyer or referred to the Dispute Resolution Procedure under Paragraph 3.5.
- 3.5 If the Buyer considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 3.6 Following approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
  - 3.6.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Contract;
  - 3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its approval, and the provisions of Paragraphs 3.5 and 3.6 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
  - 3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 3.6.

#### **4. TERMINATION RIGHTS**

- 4.1 The Buyer shall be entitled to terminate this Contract for material Default if:
  - 4.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.4;
  - 4.1.2 the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 3.3 to 3.5; and/or

- 4.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.6.3.

## **5. PRIMACY OF CREDIT RATINGS**

- 5.1 Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
  - 5.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and
  - 5.1.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 3.3.2(b).

## **ANNEX – RATING AGENCIES**

Rating Agencies:

- Equifax
- Company Watch

## SCHEDULE 9 - SOFTWARE

### PART A – FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

The Secretary of State for Justice

102 Petty France

London

SW1H 9AJ

[Date]

Dear Sirs

#### LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

We refer to the contract between us dated [insert date] in respect of the delivery of MoJ Digital Service Desk services, that provides first line support and first contact resolution for IT services for the MoJ's business units and end users (the "Contract"). Capitalised expressions used in this letter have the same meanings as in the Contract.

In accordance with Clause 21.4.2 of the Contract we confirm that:

1. the Buyer is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the "**Appendix**") on the terms of the licences identified in the second column of the Appendix (the "**Licences**"); and
2. notwithstanding any provision to the contrary in the Licences, it is agreed that the Buyer may sub-license, assign and novate the Supplier COTS Software and Supplier COTS Background IPRs as referred to in Clause 21.4.2 of the Contract.

Yours faithfully,

Signed:

On behalf of CGI IT UK LIMITED

## PART B - FORM OF CONFIDENTIALITY UNDERTAKING CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date]

BETWEEN:

- (1) [insert name] of [insert address] (the “Sub-licensee”); and
- (2) CGI IT UK LIMITED of 20 Fenchurch Street, 14th Floor, London, United Kingdom, EC3M 3BY (the “Supplier” and together with the Sub-licensee the “Parties”).

WHEREAS:

- (A) The Secretary of State for Justice acting as part of the Crown (the “Buyer”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of MoJ Digital Service Desk services, that provides first line support and first contact resolution for IT services for the MoJ’s business units and end users to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to the Contract (the “Sub-licence”).
- (C) It is a requirement of the Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

### 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

**“Confidential Information”**

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
  - (i) the Supplier; or
  - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals

(such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Buyer pursuant to or in connection with the Sub-licence;

(c) other Information provided by the Buyer pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and

(d) Information derived from any of the above,

but not including any Information that:

(a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Buyer;

(b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

(c) was independently developed without access to the Information;

**“Information”** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

**“Sub-licence”** has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

1.2.1 a reference to any gender includes a reference to other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;

1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

1.2.6 references to Clauses are to clauses of this Agreement.

## **2. CONFIDENTIALITY OBLIGATIONS**

- 2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:
- 2.1.1 treat all Confidential Information as secret and confidential;
  - 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
  - 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
  - 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
  - 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
  - 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
  - 2.1.7 upon the expiry or termination of the Sub-licence:
    - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
    - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
    - (c) make no further use of any Confidential Information.

## **3. PERMITTED DISCLOSURES**

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
- 3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and
  - 3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
  - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.



- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
- 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
  - 3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

#### **4. GENERAL**

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- 4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
  - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
  - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

## 5. NOTICES

- 5.1 Any notice to be given under this Agreement (each a “Notice”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

- 5.2 Any Notice:

- 5.2.1 if to be given to the Supplier shall be sent to:

20 Fenchurch Street, 14th Floor, London, United Kingdom, EC3M 3BY

Attention: [**Contact name and/or position, e.g. “The Finance Director”**]

- 5.2.2 if to be given to the Sub-licensee shall be sent to:

[**Name of Organisation**]

[**Address**]

Attention: [ ]

## 6. GOVERNING LAW

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

**IN WITNESS** of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

**For and on behalf of CGI IT UK LIMITED**

Signature: \_\_\_\_\_

Date:

Name:

Position:

For and on behalf of [*name of Sub-licensee*]

Signature: \_\_\_\_\_

Date:

Name:

Position:

## SCHEDULE 10 - EXIT MANAGEMENT

### 1. DEFINITIONS

1.1 In this Schedule 10, the following definitions shall apply:

<b>"Exclusive Assets"</b>	Assets used exclusively by the Supplier or a Key Sub-Contractor in the provision of the Services;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule 10;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule 10;
<b>"Net Book Value"</b>	the current net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Assets used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule 10;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following termination or expiry of this Contract, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	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;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule 10;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule 10;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other

agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

**"Transferring Assets"**

has the meaning given to it in Paragraph 8.2.1 of this Schedule 10;

**"Transferring Contracts"**

has the meaning given to it in Paragraph 8.2.3 of this Schedule 10.

**2. SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT**

2.1 The Supplier shall within 30 days from the Commencement 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 Assets (including description, condition, location and details of ownership, summary information relating to the use of the relevant Assets and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-Contracts and other relevant agreements (including relevant software and hardware licences, maintenance and support agreements, warranty support and equipment rental and lease agreements) required in connection with the Services; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures, interfaces, Buyer devices, and locations through which the Supplier provides the Services. This database should be of sufficient detail to permit the Buyer and/or Replacement Supplier(s) to reasonably understand how the Supplier provides the Services and to enable the smooth exit of the Services with the minimum of disruption; and

2.2.3 maintain an anonymised list of Supplier Personnel used in providing the Services, their role and level, the Services with which they are associated and whether or not they are dedicated to the provision of Services under this Contract (non-anonymised details of individuals may be required under other provisions of this Contract including, without limitation, Schedule S4 (Staff Transfer)), subject always to the Supplier complying with its obligations under the Data Protection Legislation;

(collectively the "**Registers**"). The Supplier shall maintain the Registers in such format as is agreed between the Parties and shall update the Registers from time to time and in particular shall do so promptly in the event that Assets, Sub-Contracts, or other relevant agreements are added to or removed from the Services during the Contract Period.

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 Services (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 Sub-Contractor or provider of Services.
  - 2.3.3 if requested by the Buyer, provide a copy of the Registers (or such parts as requested by the Buyer), updated by the Supplier up to the date specified by the Buyer as soon as reasonably practicable following the date specified.
- 2.4 Each Party shall appoint an Exit Manager within three (3) months of the Commencement 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 SERVICES**

- 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 Sub-Contractors' 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 Services (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 Services; 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 Commencement Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule 10 and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavors to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20)

Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Service will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon termination or expiry of this Contract 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 Services following the termination or expiry of this Contract;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Services 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 Services;
- 4.3.7 proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Services 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;
  - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material

change to the Services (including all changes under the Change Control 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 termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a notice to terminate this Contract. The Termination Assistance Notice shall specify:
  - 5.1.1 the nature of the Termination Assistance required; and
  - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Services; and
  - 5.1.3 whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule 10 (Exit Management), which subject to Annex 1 may be chargeable by the Supplier.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.2A Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires calculated in accordance with Annex 1. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires, and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.



- 5.3 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 10 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 Services (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 Services 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 Services and the Termination Assistance at no detriment to the Service Levels, the provision of the management information or any other reports nor to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of 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 Change Control 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 Services 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 Services 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:
  - (e) such information relating to the Services as remains in the possession or control of the Supplier; and
  - (f) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services 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 Services 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 Services; or
  - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
  - 8.1.3 terminate, enter into or vary any Sub-Contract insofar as it relates to Exclusive Assets and Non-Exclusive 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:
    - (g) the Exclusive Assets that are not Transferable Assets; and
    - (h) 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 Services 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 Services 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 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 52 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 including the activities set out in Paragraph 1 of Annex 1.

## **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.

## **11. EXIT PROCESS FOR TERMINATION OF PART**

- 11.1 If the Buyer elects to terminate a part of this Contract in accordance with Clause 35.3 (Partial Termination, Suspension and Partial Suspension), the Buyer shall provide written notification (the “**Initial Cease Notice**”) to the Supplier that it intends to terminate such part. The Initial Cease Notice shall follow the structure of the Change Request (as defined in Schedule 5 (Change Control Procedure)) (wherever applicable) and shall include:

- 11.1.1 a description of the part of the Contract to be terminated;
- 11.1.2 the Termination Assistance, if required and known by the Buyer at this stage;
- 11.1.3 the forecast date(s) on which the part of the Contract is forecast to begin to cease and terminate completely;
- 11.1.4 the estimated impact on the Charges with reference to the Charges that will cease, and the estimated new monthly Charges;
- 11.1.5 the party or parties that will be carrying out the Replacement Services which for the avoidance of doubt may include the Buyer; and

- 11.1.6 any other relevant information that either Party deems necessary to be included in such notice,
- provided always that the Initial Cease Notice shall be served by the Buyer to the Supplier at least three (3) months in advance of the start of the period in Paragraph 11.1.3.
- 11.2 As soon as is reasonably practicable following service of an Initial Cease Notice the Supplier may request a meeting or meetings (either in person or online) with the Buyer to discuss the contents of the Initial Cease Notice. The Parties shall use reasonable endeavours to hold any such meeting within five (5) Working Days of service of the Initial Cease Notice.
- 11.3 The Supplier shall, acting in good faith, complete and submit to the Buyer in writing, within twenty (20) Working Days (or such other period as may be agreed between the Parties) of receipt of an Initial Cease Notice from the Buyer, an assessment of the Initial Cease Notice (a **"Cease Impact Assessment"**) which shall contain:
- 11.3.1 details of the part of the Contract identified in the Initial Cease Notice;
- 11.3.2 details of Termination Assistance, if applicable;
- 11.3.3 recommendations on an appropriate timescale for the Termination Assistance Period which the Buyer may take into account or ignore at its sole discretion;
- 11.3.4 details of the impact of terminating the relevant part of the Contract on the remaining Services and the Supplier's ability to meet its obligations under the remaining parts of the Contract;
- 11.3.5 details of the impact on any work in progress that may also be affected by the termination of the relevant part of the Contract;
- 11.3.6 particulars of any changes which would be required to the Exit Plan in order to terminate the relevant part of the Contract by the forecast date(s);
- 11.3.7 particulars of the other changes (if any) which would be required to the Contract and to be implemented using the Change Control Procedure, in order to terminate the relevant part of the Contract;
- 11.3.8 a detailed breakdown and such supporting evidence of the costs and resources reasonably required to successfully cease the part of the Contract by the forecast date(s);
- 11.3.9 the full cost and risk implications for the Buyer that would result from terminating the relevant part of the Contract; and
- 11.3.10 such other information as the Buyer may reasonably request in the Initial Cease Notice,
- together, the **"Initial Cease Notice Information"**.
- 11.4 Within twenty (20) Working Days (or such other period as agreed by the Parties in writing) of receiving the Cease Impact Assessment, the Buyer shall evaluate the Cease

Impact Assessment and the Initial Cease Notice Information and shall do one of the following:

- 11.4.1 approve the Cease Impact Assessment, in which case the Parties shall continue to work together with respect to the forecast date(s) to terminate the relevant part of the Contract, and any changes that may be required to the Contract or Exit Plan; or
  - 11.4.2 in its absolute discretion reject the Cease Impact Assessment, in which case it shall notify the Supplier in writing of the rejection with reasons; or
  - 11.4.3 in the event that it reasonably believes that the Supplier has not complied with the requirements of Paragraph 11.3 or the Initial Cease Notice Information contains errors or omissions and/or further information is required to properly evaluate the Cease Impact Assessment, require the Supplier to make such modifications accordingly and/or supply the further information requested and resubmit the same to the Buyer within five (5) Working Days of the Buyer's request (or such other period as may be agreed by the Parties in writing); or
  - 11.4.4 approve the Cease Impact Assessment on a conditional basis if in the Buyer's opinion the Cease Impact Assessment contains errors or omissions and/or further information is required but that this should not delay proceeding with the termination of the part of the Contract. If the Cease Impact Assessment is approved on a conditional basis, the Buyer shall provide the Supplier with details of errors, omissions and/or further information required and the associated timescales, acting reasonably.
- 11.5 If the Buyer approves the Cease Impact Assessment pursuant to Paragraphs 11.4.1 or 11.4.4 above, then it shall inform the Supplier and unless it is agreed by both Parties that a detailed Exit Plan is not required for that part of the Contract, the Supplier shall prepare and submit to the Buyer within twenty (20) Working Days (or such other period as may be agreed between the Parties taking account of the nature and complexity of the requirements) of receipt of the Buyer's notice of approval, a detailed Exit Plan in relation to that part of the Contract which shall be terminated and reflecting all relevant details from the approved Cease Impact Assessment, including the following:
- 11.5.1 the Supplier's suggested approach to terminating the part of the Contract based on the Supplier's knowledge and expertise;
  - 11.5.2 indicative cost estimates, applicable to the part of the Contract;
  - 11.5.3 how the Services will transfer to the Replacement Supplier, including details of the processes, documentation, data migration and transfer, asset transfer, systems migration, software, security, third party contracts and licences and the segregation of the Buyer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
  - 11.5.4 a timetable and critical issues for providing any Termination Assistance;

- 11.5.5 any charges that would be payable for the provision of the Termination Assistance, together with an indicative estimate of such charges supported in each case by particulars of the estimate.
- 11.6 Once the Buyer has sufficient certainty in relation to the date that the relevant part of the Contract will cease, having regard to the likely dates that the Replacement Services will be ready, the Buyer shall promptly issue a written notice to the Supplier (the **“Detailed Cease Notice”**). The Detailed Cease Notice shall be in line with the approved Cease Impact Assessment and confirm:
- 11.6.1 the part of the Contract to be terminated;
- 11.6.2 any Termination Assistance that the Buyer requires;
- 11.6.3 the date(s) on which the part of the Contract will terminate;
- 11.6.4 the impact on the Charges with reference to the Charges that will cease from the date the part of the Contract terminates, and the new Charges in accordance with the principles set out in Part F (Early Termination Fee(s)) in Schedule 2 (Charges and Invoicing);
- 11.6.5 the party or parties that will be carrying out the Replacement Services; and
- 11.6.6 any relevant or associated information that the Buyer deems necessary to include in such a notice,
- provided always that the Detailed Cease Notice shall be served by the Buyer to the Supplier at least one (1) calendar month in advance of the date of termination of the relevant part of the Contract.
- 11.7 The Supplier acknowledges that the Buyer is reliant upon the Replacement Services being ready and therefore for the avoidance of doubt the forecast date for the part of the Contract to terminate as provided for in the Initial Cease Notice may differ to the date set out in the Detailed Cease Notice.
- 11.8 Until such time as the Buyer issues a Detailed Cease Notice, the Supplier shall continue to provide the remaining Services to the end of the Contract Period in accordance with the Contract.
- 11.9 Without prejudice to any other rights and remedies of the Buyer howsoever arising, any Default by the Supplier in its performance of its obligations under this Paragraph 11 that has or is likely to have a material adverse effect on the Buyer’s ability to operate the exit processes in this Paragraph 11 may be treated by the Buyer as a material Default for the purposes of Clause 35.1.1 (Termination on Material Default) save that the Buyer shall be required to request a Rectification Plan in accordance with Clause 35.1.1(e) prior to exercising its rights to terminate the Contract.
- 11.10 Any disputes arising out of this Schedule 10 (Exit Management) shall be dealt with in accordance with Schedule 4 (Dispute Resolution Procedure).
- 11.11 A diagram summarising the key steps and notices required in the streamlined exit process described in this Paragraph 11, is set out in Annex 2 below. The diagram is for illustration purposes only.

## **ANNEX 1**

### **PRINCIPLES FOR DETERMINING CHARGES, COSTS AND EXPENSES IN RELATION TO EXIT AND TERMINATION SERVICES**

1. Save for where stated otherwise in this Schedule 10 (Exit Management), the Supplier shall not be entitled to claim any additional charges, costs or expenses from the Buyer in respect of:
  - a. its obligations under Paragraphs 2, 3, 4, 7 and 8 of this Schedule;
  - b. providing information, documentation and reports which are to be maintained or readily available as part of the contractual obligations during the Contract Period which are, made available for exit related purposes under the terms of this Contract;
  - c. performing its obligations under this Contract relating to establishing and maintaining the Exit Plan;
  - d. providing information, documentation and reports for exit related purposes which can be produced without material incremental cost using information already held by the Supplier in the performance of this Contract;
  - e. exit related activities and support which can reasonably be provided using existing resources, including staff who are already providing the Services to perform such exit support and assistance without having a detrimental impact on the Services;
  - f. costs and expenses incurred by the Supplier as a result of its Defaults or delays in performing the exit and transfer Services save where such Defaults or delays are caused by the Buyer and/or the Replacement Supplier(s) and/or any third parties engaged by the Buyer;
  - g. providing reasonable escorted access to Supplier's Sites (subject to compliance with policies and procedures applicable at such premises and resources assigned to Services being available) for exit related purposes to the extent anticipated in the Exit Plan;
  - h. providing support or transfer to a Replacement Supplier for the Services or part thereof where the Supplier or any of its Affiliates will be the Replacement Supplier;
  - i. delivering one copy of the Buyer's data to the Buyer and/or the Replacement Supplier in a format which is based on Open Standards;
  - j. ceasing all non-critical Software changes (except where agreed with the Buyer in writing);
  - k. notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
  - l. providing details of work volumes and staffing requirements over the period from the Commencement Date to the commencement of the Termination Services as described in Schedule S4 (Staff Transfers);

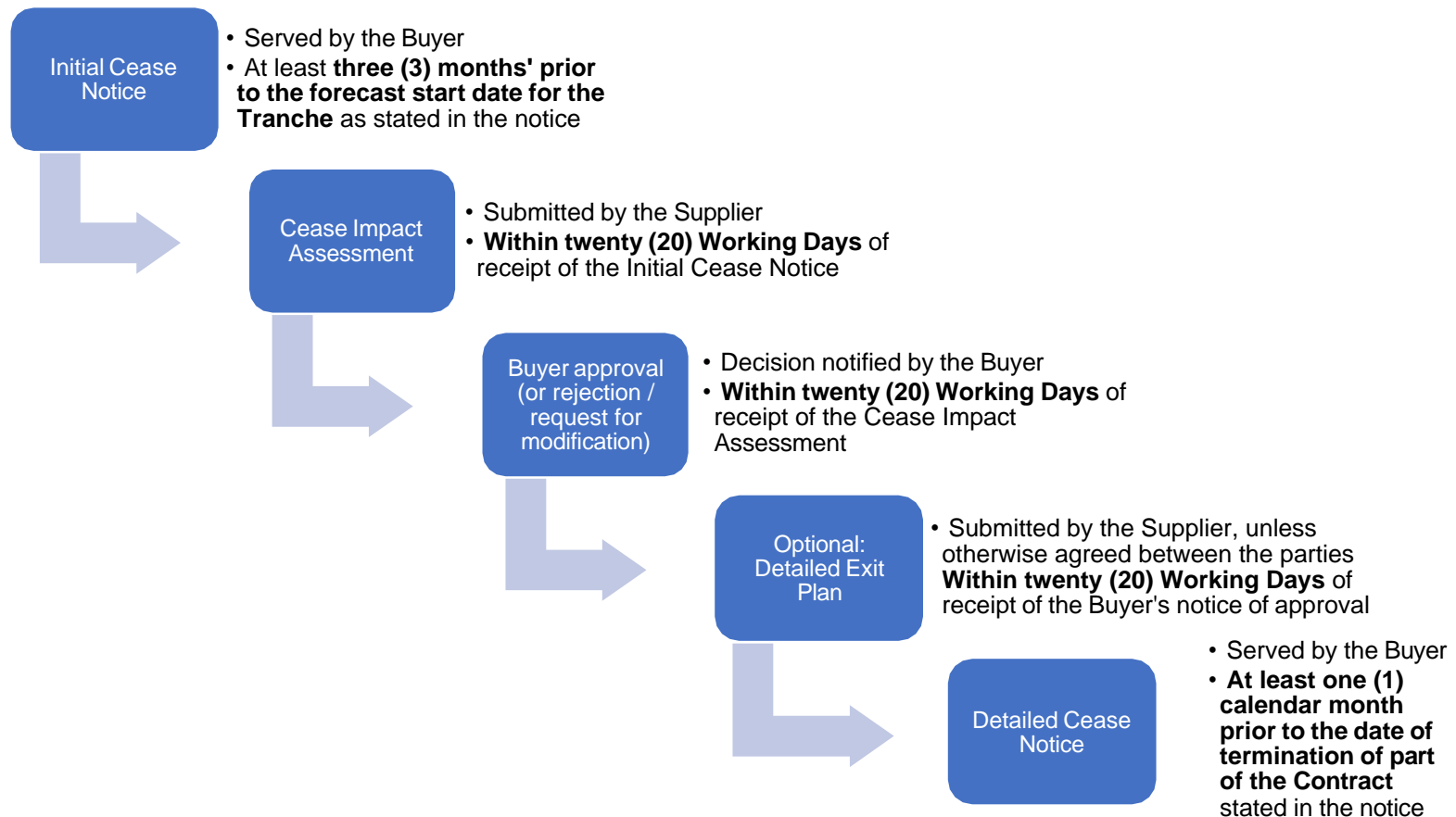


- m. compliance with regulatory obligations for staff transfer following the final agreement of staff transfer scope for role transfer to the Replacement Supplier;
  - n. providing the Buyer with any problem logs pertaining to transferring services which have not previously been provided to the Buyer;
  - o. reviewing all Software libraries used in connection with the transferring services and providing details of these to the Buyer and/or the Replacement Supplier;
  - p. delivering to the Buyer the existing systems support profiles, monitoring or systems logs (if required and where available), problem tracking/resolution documentation and status reports in respect of transferring Services; or
  - q. agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan.
2. The Supplier shall use all reasonable endeavours to mitigate any costs and expenses incurred in relation to exit and/or the performance of the exit and transfer of the Services including, where possible, allocating existing resources in accordance with Paragraph 1(e) of this Annex 1.
3. Where the Buyer has agreed that Termination Services shall be chargeable during the Termination Assistance Period pursuant to this Schedule 10 (Exit Management), such Termination Services provided by the Supplier shall be chargeable as Time and Material Charges calculated in accordance with Paragraph 4 of Part A of Schedule 2 (Charges and Invoicing).
4. The Buyer shall be responsible for performing its obligations and ensuring that the Replacement Supplier(s) perform their obligations as and to the extent required for the planning and performance of the exit and transfer of the Services to the Replacement Supplier(s).

## ANNEX 2

### DIAGRAM OF EXIT PROCESS

Note: the diagram below has been included for illustration purposes only to summarise and illustrate the exit process as set out in paragraph 11 of this Schedule 10. In the event of any conflict or discrepancy between the diagram and paragraph 11, paragraph 11 shall take precedence.



# Guidance for Supplier Contract Exit Plan

11<sup>th</sup> October 2022, v0.3

## **Purpose**

This document provides a template (structure and headings) and guidance notes (level of detail and relationship to other sections) for the completion of the Exit Plan.

## **Assumption**

The Exit Plan should be completed as a response to each transition plan provided by the Buyer and/or Replacement Supplier(s). In the absence of a transition plan the Exit Plan should be completed based on the assumption that all Services will be transitioned as a single project, as quickly as possible, with the Supplier choosing the optimal service transition sequencing, highlighting service dependencies within the Exit Plan.

## **Example Table of Contents**

**1.0 Contents** [This template is the Table of Contents]

**2.0 Glossary of Terms** [Includes both abbreviations and capitalised terms with their meaning]

**3.0 Executive Summary** [maximum 5 pages]

**3.1 Objectives** [The detailed Exit Plan for all Services within the Contract]

**3.2 Milestone Exit Plan Summary** [Based on response to Section 8 below]

**3.3 Exit Charges Summary** [Based on response to Section 9 below]

**4.0 Contract Life Obligations** [Links to the Registers content as per Schedule 10]

**5.0 Exit Team Roles** [Includes roles/named individuals within the Supplier to support the Exit activities and governance model in Schedule 10 (Exit Management)]

**5.1 Supplier Management Structure**

**5.2 Supplier Roles & Responsibilities**

**6.0 Scope** [The Supplier needs to define scope – this would include services provided as part of the original contract and changes made under change control (new, retired, and revised scope items) through the contract life. Include any specific out-of-scope areas]

**7.0 Exit Activities by Service**

[Describes activities to be completed by each party (Supplier, Buyer, and Replacement Suppliers) and the lead responsible party. To include:

- any inter-dependencies between the Services.
- any pre-requisites to exit one or more Services.
- the approach to the closedown of Services.

- the approach to the secure destruction of Buyer data to the Buyer's Standards.
- the approach to equipment decommissioning of redundant equipment and materials, including environmental impact, to the Buyers requirements.

## **8.0 Exit Activities across Services**

- the approach to transfer any available contracts to the Buyer and/or the Replacement Supplier upon the expiry date together with any reasonable costs required to effect such transfer;
- proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the expiry date;
- proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period;
- any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- programme management activities including the transfer of ongoing and planned inflight projects]

**9.0 Exit Milestone Plan** [Will include milestones, dependencies, and timelines for the exit of all Services. To include Gantt chart providing an overview of the major milestones and activities by delivery/service area that would take place over the course of the contract exit.]

**10.0 Exit Charges** [Cost estimates for the exit of Services against the provided timeline. Includes stranded costs, estimated cost of Termination Services and any applicable reduction in charges as Services exit]

**11.0 Buyer Responsibilities** [Any Buyer responsibilities that the Supplier identifies to support the delivery of this Exit Plan. i.e., those identified by the Supplier over and above those already specified in the contract]

**12.0 Risk and Issues** [Description of the current risks & issues related to contract exit using standard risk and issue registers. The risk register to include Event, Cause & Effect descriptions, Mitigation, Proximity, Likelihood Score, Impact Score, Owner, Overall Risk Score. For example, any risks or issues with completing exit based on the Transition Plan provided by the Buyer, if one is available]

**13.0 Impact of Partial Exit** [Description of how the Exit Plan would be impacted by a request by the Buyer for the Supplier to exit a subset of the services provided under this Contract]

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## FRAMEWORK SCHEDULE 4 – ANNEX 3

### ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5

#### ALTERNATIVE CLAUSES

Scots Law – Not used  
Northern Ireland Law – Not used  
Joint Controller Clauses – Not used

#### ADDITIONAL CLAUSES AND SCHEDULES

##### SCHEDULES

S1	Implementation Plan
S2	Testing Procedures
S3	Security Requirements
S4	Staff Transfer
S5	Benchmarking
S6	Business Continuity and Disaster Recovery
S7	Continuous Improvement
S8	Guarantee
S9	MOD Terms – Not used
S10	Requests for Service and Projects
S11	Service Recipients
S12	Corporate Social Responsibility
S13	Buyer Responsibilities

##### CLAUSES

C1	Relevant Convictions – Not used
C2	Security Measures – Not used
C3	Collaboration Agreement – Not used

Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially immediately after Clause 56. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10 (Exit Management).

## **ADDITIONAL CLAUSES AND SCHEDULES - SCHEDULES**

### **S1 IMPLEMENTATION PLAN**

#### **1. INTRODUCTION**

1.1 This Schedule S1 (Implementation Plan):

- 1.1.1 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- 1.1.2 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

#### **2. OUTLINE IMPLEMENTATION PLAN**

- 2.1 The Outline Implementation Plan is set out in Annex 1 (Outline Implementation Plan) of this Schedule S1 (Implementation Plan).
- 2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause)).

#### **3. APPROVAL OF THE DETAILED IMPLEMENTATION PLAN**

- 3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Buyer for approval within twenty (20) Working Days of the Commencement Date.
- 3.2 The Supplier shall ensure that the draft Detailed Implementation Plan includes but is not limited to the following requirements:
  - 3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
  - 3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
    - (a) clearly outlines all the steps required to implement the Milestones to be achieved in accordance with deadlines provided in the Outline Implementation Plan or within the period agreed between the Parties, together with a high-level plan for the rest of the programme;
    - (b) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
    - (c) is produced using a software tool specified or agreed by the Buyer;
    - (d) incorporates the requirements set out in Section 9 of the Business Requirements; and

- (e) provides a deadline for Milestone 5, which needs to be achieved, otherwise the provisions of Schedule 2 (Charges and Invoicing) as they relate to Delay Payments shall apply.

3.3 Prior to the submission of the draft Detailed Implementation Plan to the Buyer in accordance with Paragraph 3.1, the Buyer shall have the right:

3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:

- (a) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
- (b) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
- (c) any other work in progress in relation to the Detailed Implementation Plan; and

3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.

3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Buyer shall:

3.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and

3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Buyer.

3.5 If the Buyer rejects the draft Detailed Implementation Plan:

3.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and

3.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Buyer for the Buyer's approval within twenty (20) Working Days of the date of the Buyer's notice of rejection. The provisions of paragraph 3.4 and this paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 If the Buyer approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Buyer's notice of approval.

#### **4. UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN**

4.1 Following the approval of the Detailed Implementation Plan by the Buyer:



- 4.1.1 the Supplier shall submit a revised Detailed Implementation Plan to the Buyer every three (3) months starting three (3) months from the Commencement Date;
  - 4.1.2 without prejudice to paragraph 4.1.1, the Buyer shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Buyer within twenty (20) Working Days of receiving such a request from the Buyer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
  - 4.1.3 any revised Detailed Implementation Plan shall (subject to paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
  - 4.1.4 the Supplier's performance against the Implementation Plan shall be monitored at mobilisation and transition meeting, that will be agreed by both parties within five (5) days of the Commencement Date ("**Mobilisation and Transition Meeting**"). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of such meeting.
- 4.2 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- 4.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
  - 4.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause).
- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Buyer.

## 5. **GOVERNMENT REVIEWS**

The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

## 6. **DOCUMENT APPROVAL PROCEDURE**

- 6.1 This Document Approval Procedure shall apply to the review and Approval of any Documentary Deliverable that the Supplier is required to provide under the Implementation Plan (and any Project Plan if required).

- 6.2 The Supplier shall ensure that all Documentary Deliverables are identified in the Implementation Plan and the relevant Project Work Order, or other relevant work-scoping document, including the timing of their delivery and review.
- 6.3 Where a third party, such as any Other Supplier, would reasonably be considered to have an interest in or a valid contribution to make towards a Documentary Deliverable, the Supplier shall ensure that such third party is consulted regarding its drafting.
- 6.4 The Document Approval Procedure commences with the agreement by the Parties of the Product Description for the Documentary Deliverable, which sets out the Quality Criteria that the Documentary Deliverable must meet in order to be Approved.

#### **Development of Product Descriptions for Documentary Deliverables**

- 6.5 Other than where the Product Description is already in existence under this Contract, where a Documentary Deliverable is subject to the Document Approval Procedure pursuant to Paragraph 6.1, the Supplier shall develop a draft Product Description materially in the format specified at Annex 2 to Schedule S1 (Implementation Plan) and/or in accordance with any applicable, more specific template Product Description under this Contract and shall make the draft Product Description available to the Buyer for review.
- 6.6 The Supplier shall ensure that the Product Description is in a form approved by the Buyer by any date specified in this Contract for this to have been achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities.
- 6.7 The Buyer shall review the draft Product Description in order to determine whether:
- 6.7.1 it is in the format specified at Annex 2 to Schedule S1 (Implementation Plan); and
  - 6.7.2 the Buyer believes that the Quality Criteria contained within the Product Description reflect the objective of the Documentary Deliverable and any requirements of this Contract that relate to the Documentary Deliverable.
- 6.8 The Buyer shall undertake this review of the draft Product Description and shall notify the Supplier of the outcome of the review, within ten (10) Working Days of the Buyer receiving the draft Product Description, or within such other period as may be agreed between the Parties.
- 6.9 Where the draft Product Description meets the criteria set out in paragraph 6.7, the Buyer shall notify its agreement of the Product Description in writing to the Supplier.
- 6.10 Where the draft Product Description does not meet such criteria, the Buyer shall notify the Supplier, specifying the reasons why the draft has not been agreed.
- 6.11 If Paragraph 6.10 applies, the Supplier shall liaise with the Buyer to understand and complete the necessary changes and, subject to Paragraph 6.6, shall issue to the Buyer within five (5) Working Days a revised draft Product Description, with all changes clearly highlighted.
- 6.12 For each Documentary Deliverable review, both Parties shall appoint a member of their organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable through to Approval.

- 6.13 The Buyer may involve third parties in the review. In this event, the Buyer may share draft Documentary Deliverables with such third parties and may invite them to participate in review meetings.
- 6.14 Other than to the extent already reflected in this Contract or agreed by the Parties, the Supplier shall propose for Approval by the Buyer a Document Review Plan (which may be included in the Product Description), which will be consistent with the overall agreed timescale for development and Approval of the Documentary Deliverable.
- 6.15 The Document Review Plan will record the following dates:
- 6.15.1 the First Draft Delivery Date;
  - 6.15.2 the date by which the Buyer will notify the Supplier of the outcome of its review of the first draft and provide any review comments;
  - 6.15.3 the date by which the Buyer and the Supplier will meet to review the comments;
  - 6.15.4 the date by which the Supplier shall submit a revised draft Documentary Deliverable;
  - 6.15.5 the date by which the Buyer shall check the revised draft; and
  - 6.15.6 the Planned Approval Date.
- 6.16 If the Supplier does not propose a Document Review Plan (or propose one acceptable to the Buyer) in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities), the Buyer may specify the Document Review Plan.
- 6.17 The Parties shall conduct the review in accordance with the Document Review Plan and the timescales specified therein.
- 6.18 The Supplier shall produce and issue by the First Draft Delivery Date a complete draft Documentary Deliverable for review by the Buyer, in accordance with the Document Review Plan.
- 6.19 The Supplier shall not submit a draft Documentary Deliverable for review by the Buyer without first verifying that the draft Documentary Deliverable:
- 6.19.1 is in accordance with the format, scope and Quality Criteria specified in the applicable Product Description;
  - 6.19.2 is clearly written, in language that those parties who will need to refer to the document can understand;
  - 6.19.3 is complete, with an appropriate level of detail and any relevant cross-references; and
  - 6.19.4 has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.

- 6.20 The Buyer shall review the draft Documentary Deliverable in order to determine whether it meets the applicable Quality Criteria or not and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 6.21 Where the Buyer review determines that the draft meets all the applicable Quality Criteria, the review shall be concluded at this point, and the Buyer shall notify the Supplier of Approval Success in accordance with Paragraph 6.26.
- 6.22 Where the Buyer rejects the draft Documentary Deliverable, because it does not meet all the applicable Quality Criteria or the Buyer's requirements, the Buyer shall specify its reasons for rejection in the form of collated review comments to the Supplier, and the following procedures shall apply:
- 6.22.1 the Parties shall meet to discuss the Buyer's review comments and to agree and document the necessary changes to the draft Documentary Deliverable that are required to achieve Approval;
  - 6.22.2 the Supplier shall produce a revised draft Documentary Deliverable, incorporating all agreed changes, with changes clearly highlighted, for review by the Buyer in accordance with the Document Review Plan; and
  - 6.22.3 the Buyer shall review the revised draft Documentary Deliverable in order to determine whether the agreed changes have been made and whether the revised draft now meets the applicable Quality Criteria or not and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 6.23 Where the Buyer rejects the revised draft Documentary Deliverable, the Buyer shall notify the Supplier of the reasons for its rejection of the draft. In this event, the Supplier shall liaise with the Buyer to understand and complete the necessary changes and shall issue a further revised draft Documentary Deliverable for review and Approval.
- 6.24 The Supplier shall inform the Buyer of any failure or likely failure to meet a date in the Document Review Plan as soon as such failure becomes known to the Supplier.
- 6.25 The Document Review Plan may only be changed with the Buyer's prior written consent.

#### **Approval Success**

- 6.26 If all applicable Quality Criteria are met in accordance with the Document Approval Procedure and the applicable Document Review Plan, the Buyer shall notify the Supplier of Approval Success as follows:
- 6.26.1 the Document Approval Procedure shall be recorded as successful where at the end of the review all the relevant Quality Criteria for the review are met and the Buyer has notified the Supplier in writing by means of an Approval Certificate ("**Approval Success**").

#### **Approval Failure**

- 6.27 If all applicable Quality Criteria are not met by the Planned Approval Date and in accordance with the Document Approval Procedure, the Buyer shall notify the Supplier of Approval Failure and the following shall apply:

- 6.27.1 the Document Approval Procedure shall record an approval failure where at the end of the review any of the relevant Quality Criteria for a review are not met ("**Approval Failure**"). The Buyer may notify the Supplier of the reasons for such Approval Failure;
- 6.27.2 where there is an Approval Failure pursuant to Paragraph 6.27.1, the Buyer may fix revised dates in the Document Review Plan and the Supplier shall correct the errors which caused the Approval Failure, and the Document Approval Procedure shall be re-performed according to such revised dates;
- 6.27.3 if an Approval Failure (or any proposed extension to the Approval Plan following such Approval Failure) results in or is likely to result in the failure by the Supplier to Achieve a Milestone, then without prejudice to the Buyer's other rights and remedies under this Contract, Clause 7 (Implementation) shall apply as appropriate; and
- 6.27.4 each Party shall bear its own costs in respect of the Document Approval Procedure, unless there is an Approval Failure in which case the Supplier shall pay any costs incurred by the Buyer in further review or re-trialling of a Documentary Deliverable pursuant to Paragraph 6.27.2.

## **ANNEX 1: OUTLINE IMPLEMENTATION PLAN**

**Redacted under Section 43, Commercial Interests**

## ANNEX 2: FORMAT FOR PRODUCT DESCRIPTIONS FOR DOCUMENTARY DELIVERABLES

<b><u>PRODUCT REFERENCE</u></b>	
<b>Title of Deliverable</b>	
<b>Purpose of Deliverable</b>	
<b>Project or Programme</b>	
<b>Scope of Deliverable</b>	
<b>Format &amp; Presentation of Deliverable</b>	
<b>Composition of Deliverable</b>	
<b>Derivation of Deliverable</b>	
<b>Allocated to</b>	
<b>Quality Criteria for Deliverable</b>	
<b>Quality Method</b>	
<b>People or skills required</b>	
<b>First Draft Delivery Date for Deliverable</b>	
<b>Planned Successful Approval Date for Deliverable</b>	

## **S2 TESTING PROCEDURES**

### **1. DEFINITIONS**

In this Schedule S2 (Testing Procedures), the following definitions shall apply:

<b>“Component”</b>	any constituent parts of the infrastructure for a Service, hardware or Software;
<b>“Material Test Issue”</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>“Severity Level”</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>“Test Certificate”</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable has satisfied its relevant Test Success Criteria;
<b>“Test Issue”</b>	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
<b>“Test Issue Threshold”</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>“Test Issue Management Log”</b>	a log for the recording of Test Issues as described further in Paragraph 9.1;
<b>“Test Plan”</b>	a plan: (a) for the Testing of Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones, as described further in Paragraph 5;
<b>“Test Reports”</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>“Test Specification”</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7;
<b>“Test Strategy”</b>	a strategy for the conduct of Testing as described further in Paragraph 4;
<b>“Test Success Criteria”</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6;
<b>“Test Witness”</b>	any person appointed by the Buyer pursuant to Paragraph 10.1; and



**“Testing Procedures”**

the applicable testing procedures and Test Success Criteria set out in this Schedule S2 (Testing Procedures).

**2. RISK**

2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

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

2.1.2 affect the Buyer's right subsequently to reject:

(a) all or any element of the Deliverables to which a Test Certificate relates; or

(b) any Milestone to which the Milestone Achievement Certificate relates.

2.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

2.2.1 the Services are implemented in accordance with this Contract; and

2.2.2 each Service Level is met in accordance with this Contract.

**3. TESTING OVERVIEW**

3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.

3.2 The Supplier shall not submit any Deliverable for Testing:

3.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

3.2.2 until the Buyer has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and

3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

3.4 Prior to the issue of a Test Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3.5 Any Disputes between the Buyer and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

#### **4. TEST STRATEGY**

- 4.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in writing) after the Commencement Date (or the start date of the Project if applicable).
- 4.2 The final Test Strategy shall include:
- 4.2.1 an overview of how Testing will be conducted in accordance with the Implementation Plan (or Project Implementation Plan if applicable);
  - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 4.2.3 the method for mapping the expected Test results to the Test Success Criteria;
  - 4.2.4 the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
  - 4.2.5 the procedure to be followed to sign off each Test;
  - 4.2.6 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
  - 4.2.7 the names and contact details of the Buyer's and the Supplier's Test representatives;
  - 4.2.8 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Buyer and/or third party involvement in the conduct of the Tests;
  - 4.2.9 the technical environments required to support the Tests; and
  - 4.2.10 the procedure for managing the configuration of the Test environments.

#### **5. TEST PLANS**

- 5.1 Each Test Plan shall include as a minimum:
- 5.1.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being tested and, for each Test, the specific Test Success Criteria (based on the Test Success Criteria set out in the Implementation Plan where appropriate) to be satisfied;
  - 5.1.2 a detailed procedure for the Tests to be carried out, including:
    - (a) the timetable for the Tests, including start and end dates;
    - (b) the Testing mechanism;

- (c) dates and methods by which the Buyer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
- (d) the mechanism for ensuring the quality, completeness and relevance of the Tests;
- (e) the format and an example of Test progress reports and the process with which the Buyer accesses daily Test schedules;
- (f) the process which the Buyer will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
- (g) the Test Schedule;
- (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

5.2 The Buyer shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Buyer in the Test Plans.

## **6. TEST SUCCESS CRITERIA**

The Test Success Criteria for each Test that must be Achieved for the Supplier to Achieve a Milestone shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

## **7. TEST SPECIFICATION**

7.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan or applicable Project Work Order).

7.2 Each Test Specification shall include as a minimum:

- 7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- 7.2.2 a plan to make the resources available for Testing;
- 7.2.3 Test scripts;
- 7.2.4 Test pre-requisites and the mechanism for measuring them; and
- 7.2.5 expected Test results, including:
  - (a) a mechanism to be used to capture and record Test results; and
  - (b) a method to process the Test results to establish their content.

## **8. TESTING**

- 8.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10.
- 8.3 The Supplier shall notify the Buyer at least ten (10) Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests, except where the Buyer has specified in writing that such attendance is not necessary.
- 8.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 8.5 The Supplier shall provide to the Buyer in relation to each Test:
  - 8.5.1 a draft Test Report not less than two (2) Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
  - 8.5.2 the final Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 8.6.1 an overview of the Testing conducted;
  - 8.6.2 identification of the relevant Test Success Criteria that have been satisfied;
  - 8.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
  - 8.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 8.6.5 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and
  - 8.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

## **9. TEST ISSUES**

- 9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

9.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

9.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

## **10. TEST WITNESSING**

10.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

10.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

10.3 The Test Witnesses:

10.3.1 shall actively review the Test documentation;

10.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

10.3.3 shall not be involved in the execution of any Test;

10.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

10.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

## **11. TEST QUALITY AUDIT**

11.1 Without prejudice to its rights pursuant to Clause 29.2 (Records and Audit), the Buyer may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.

11.2 The focus of the Testing Quality Audits shall be on:

- 11.2.1 adherence to an agreed methodology;
  - 11.2.2 adherence to the agreed Testing process;
  - 11.2.3 adherence to the Quality Plan;
  - 11.2.4 review of status and key development issues; and
  - 11.2.5 identification of key risk areas.
- 11.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.4 The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Buyer will materially and adversely impact the Implementation Plan or Project Work Order (as applicable).
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule S2 (Testing Procedures), the Buyer witnessing Tests and demonstrations of the Deliverables to the Buyer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Buyer on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 11.6 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall:
- 11.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
  - 11.6.2 subsequently prepare a written report for the Supplier detailing its concerns, and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 11.7 In the event of an inadequate response to the Buyer's report from the Supplier, the Buyer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

## **12. OUTCOME OF TESTING**

- 12.1 The Buyer shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

- 12.2.1 the Buyer may issue a Test Certificate conditional upon the remediation of the Test Issues;
  - 12.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 12.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 12.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 13. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**
- 13.1 The Buyer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 13.1.1 the issuing by the Buyer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 13.1.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan or Project Work Order (as applicable) as associated with that Milestone (which may include the submission of a Deliverable that is not due to be tested, such as the production of Documentation).
- 13.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 2 (Charges and Invoicing).
- 13.3 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out:
- 13.3.1 the applicable Test Issues; and
  - 13.3.2 any other reasons for the relevant Milestone not being Achieved.
- 13.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Milestone Achievement Certificate.
- 13.5 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

- 13.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 13.6.1 any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 13.3); and
  - 13.6.2 where the Buyer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.



## ANNEX 1: TEST ISSUES – SEVERITY LEVELS

**Severity Level 1 Test Issue:** a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;

**Severity Level 2 Test Issue:** a Test Issue for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

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

**Severity Level 3 Test Issue:** a Test Issue which:

- (a) causes a Component to become unusable;
- (b) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- (c) has an impact on any other Component(s) or any other area of the Services;  
  
but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

**Severity Level 4 Test Issue:** a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services; and

**Severity Level 5 Test Issue:** a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Services

## ANNEX 2: TEST CERTIFICATE

To: CGI IT UK LIMITED

FROM: The Secretary of State for Justice acting as part of the Crown

[Date]

Dear Sirs,

### TEST CERTIFICATE

Deliverables: [insert description of Deliverables]

We refer to the contract (the “Contract”) relating to the provision of the Services between the Secretary of State for Justice acting as part of the Crown (the “Buyer”) and CGI IT UK LIMITED (the “Supplier”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

### OR

[This Test Certificate is issued pursuant to Paragraph 12.1 of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

*\*delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of The Secretary of State for Justice acting as part of the Crown

### ANNEX 3: MILESTONE ACHIEVEMENT CERTIFICATE

To: CGI IT UK LIMITED

FROM: The Secretary of State for Justice acting as part of the Crown

[Date]

Dear Sirs,

#### MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [insert description of Milestone] [in Project Work Order [number]]

We refer to the contract (the “Contract”) relating to the provision of the Services between the Secretary of State for Justice acting as part of the Crown (the “Buyer”) and CGI IT UK LIMITED (the “Supplier”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that all the Deliverables relating to Milestone [number] [in Project Work Order [number]] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]\*

**OR**

[This Milestone Achievement Certificate is granted pursuant to Paragraph 13.1 of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 2 (Charges and Invoicing)]\*

*\*delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of the Secretary of State for Justice acting as part of the Crown

**S3      SECURITY REQUIREMENTS**

**PART A – SHORT FORM SECURITY REQUIREMENTS – Not Used**

**PART B – LONG FORM SECURITY REQUIREMENTS**

**1. DEFINITIONS**

1.1 In this Part B of Schedule S3 (Security Requirements), the following definitions shall apply:

<b>"Baseline Security Requirements"</b>	the baseline security requirements set out in Annex 1 of this Part B Schedule S3 (Security Requirements);
<b>"ISMS"</b>	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Part B Schedule S3 (Security Requirements);
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to this Part B Schedule S3 (Security Requirements), a draft of which has been provided by the Supplier to the Buyer and is set out in the Order Form and as updated from time to time; and
<b>"Security Tests"</b>	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

## **2. SECURITY REQUIREMENTS**

- 2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for security.
- 2.3 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing, and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Buyer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Buyer Data remains under the effective control of the Supplier at all times.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.7 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

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

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Commencement Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.7.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity, and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Parties acknowledge that the Buyer requires a bespoke ISMS and that the Supplier shall be required to present the ISMS for the Buyer's approval.
- 3.4 The ISMS shall:
  - 3.4.1 be developed to protect all aspects of the Services and all processes associated with the provision of the associated with the delivery of the Services, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, information and data (including the Buyer's Confidential Information

- and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
- 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC 27002 in accordance with Paragraph 7;
- 3.4.3 at all times provide a level of security which:
- (a) is in accordance with the Law and this Contract;
  - (b) complies with the Baseline Security Requirements;
  - (c) as a minimum demonstrates Good Industry Practice;
  - (d) complies with the Security Policy and the ICT Policy;
  - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
  - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>);
  - (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
  - (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
  - (i) addresses issues of incompatibility with the Supplier's own organisational security policies;
  - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7; and
  - (k) complies with the security requirements set out in the Services Specification;
- 3.4.4 document the Buyer's security incident management processes and incident response plans, including the Major Incident Management process described in section 18 of the Business Requirements;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability, or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2, the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance, and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3 is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the ISMS is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavour's to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However, any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Part B Schedule S3 (Security Requirements).
- 4. SECURITY MANAGEMENT PLAN**
- 4.1 Within twenty (20) Working Days after the Commencement Date, the Supplier shall prepare and submit to the Buyer for approval in accordance with this Paragraph 4 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in the Order Form;
  - 4.2.2 comply with the Baseline Security Requirements and the Security Policy;
  - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Part B Schedule S3 (Security Requirements) is complied with by the Supplier;
  - 4.2.4 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Buyer with access to the Goods and/or



Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Buyer's Confidential Information and the Buyer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;

- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Buyer's Confidential Information and the Buyer 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 Services;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Part B Schedule S3 (Security Requirements) (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Services has minimised the Buyer and Supplier effort required to comply with this Part B Schedule S3 (Security Requirements) through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules of this Contract which cover specific areas included within those standards;
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Part B Schedule S3 (Security Requirements);
- 4.2.12 comply with the Cyber and Technical Security Guidance;
- 4.2.13 detail the methods of connection, including the security protocols that are used; and
- 4.2.14 comply with the security requirements in the Services Specification.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Part B Schedule S3 (Security Requirements).

## **5. AMENDMENT OF THE ISMS AND SECURITY MANAGEMENT PLAN**

5.1 The ISMS shall be fully reviewed and updated by the Supplier at least annually and the Security Management Plan shall be fully reviewed and updated by the Supplier at least every three (3) months to reflect:

5.1.1 emerging changes in Good Industry Practice;

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

5.1.3 any new perceived or changed security threats;

5.1.4 any changes to the Security Policy;

5.1.5 any new perceived or changed security threats; and

5.1.6 any reasonable change in requirement requested by the Buyer.

5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

5.2.1 suggested improvements to the effectiveness of the ISMS;

5.2.2 updates to the risk assessments;

5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

5.2.4 suggested improvements in measuring the effectiveness of controls.

5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to the Baseline Security Requirements or otherwise) shall be subject

to the Change Control Procedure and shall not be implemented until approved in writing by the Buyer.

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

## **6. SECURITY TESTING**

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or Baseline Security Requirements or the requirements of this Part B Schedule S3 (Security Requirements), the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

## **7. COMPLYING WITH THE ISMS**

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001, ISO/IEC 27002 and the Security Policy.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001, ISO/IEC 27002 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time, then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph 7.1, the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001, ISO/IEC 27002 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

## **8. SECURITY BREACH**

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
  - 8.2.2 minimise the extent of actual or potential harm caused by any Breach of Security;
  - 8.2.3 remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
  - 8.2.4 apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services so as to meet the relevant Service Levels, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
  - 8.2.5 prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
  - 8.2.6 supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request

within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

- 8.2.7 as soon as reasonably practicable provide to the Buyer full details (using and in accordance with the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Part B Schedule S3 (Security Requirements), then any required change to the ISMS shall be at no cost to the Buyer.

## **9. VULNERABILITIES AND FIXING THEM**

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the IT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information. Vulnerabilities shall be handled by the Supplier in accordance with the relevant security requirements in the Services Specification.

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

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

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

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

- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

- 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

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

- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all Supplier COTS Software and/or Third Party COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such Supplier COTS Software and/or Third Party COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
  - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
  - 9.5.2 ensure that the IT Environment (to the extent that the IT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
  - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the IT Environment by actively monitoring the threat landscape during the Contract Period;
  - 9.5.4 pro-actively scan the IT Environment (to the extent that the IT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4;
  - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each month detailing both patched and outstanding vulnerabilities in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
  - 9.5.6 propose interim mitigation measures to vulnerabilities in the IT Environment known to be exploitable where a security patch is not immediately available;
  - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the IT Environment); and
  - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

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

## **ANNEX 1 – BASELINE SECURITY REQUIREMENTS**

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

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

### **2. END USER DEVICES**

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

### **3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION**

- 3.1 The Supplier and Buyer recognise the need for the Buyer’s information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Buyer Data will be subject to at all times. Where data is required to be processed, namely, stored, located, backed up, viewed, modified, copied or deleted from a legal jurisdictions not within the United Kingdom (UK), the European Economic Area (EEA) or the European Union (EU), then the Supplier shall notify the Buyer immediately and provide all necessary risk or data protection impact assessments as required at the request of the Buyer and comply with the requirements of Clause 34.5.4.
- 3.2 The Supplier shall agree any change in location of data storage, processing, and administration with the Buyer in accordance with the Change Control Procedure and if the data includes Personal Data, Clause 34.5.4.
- 3.3 The Supplier shall:
  - 3.3.1 provide the Buyer with all Buyer Data on demand in an agreed open format;
  - 3.3.2 have documented processes to guarantee availability of Buyer Data in the event of the Supplier ceasing to trade;



- 3.3.3 securely destroy all media that has held Buyer Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Buyer Data held by the Supplier when requested to do so by the Buyer.

#### **4. ENSURING SECURE COMMUNICATIONS**

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

#### **5. SECURITY BY DESIGN**

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

#### **6. SECURITY OF SUPPLIER PERSONNEL**

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

privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

## **7. RESTRICTING AND MONITORING ACCESS**

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

## **8. AUDIT**

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the IT Environment (to the extent that the IT Environment is within the control of the Supplier). To the extent the design of the Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
  - 8.1.2 Security events generated in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the IT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 months.
- 8.4 The Supplier acknowledges that the Buyer may conduct Information Security Audits at any time with reasonable notice.

## **S4 STAFF TRANSFER**

### **1. DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Employee Liabilities”</b>	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"><li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li><li>(b) unfair, wrongful or constructive dismissal compensation;</li><li>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li><li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li><li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</li><li>(f) employment claims whether in tort, contract or statute or otherwise;</li><li>(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</li></ul>
<b>“Employment Regulations”</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including:

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

any amendments to that document immediately prior to the Relevant Transfer Date;

**“Old Fair Deal”**

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

**“Replacement Sub-contractor”**

a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

**“Relevant Transfer”**

a transfer of employment to which the Employment Regulations applies;

**“Service Transfer”**

any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

**“Service Transfer Date”**

the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

**“Staffing Information”**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, all information required in Annex E2 in the format specified and with the identities of Data Subjects anonymised where possible together with

employee liability information specified in regulation 11(2) and 11(3) and if applicable 11(4) of the Employment Regulations and such other information as the Buyer may reasonably require. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.

<b>“Supplier's Final Supplier Personnel List”</b>	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
<b>“Supplier's Provisional Supplier Personnel List”</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>“Transferring Supplier Employees”</b>	those employees of the Supplier and/or the Supplier’s Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Replacement Supplier or Replacement Sub-contractor, as the case may be.

## 3. APPLICABLE PARTS OF THIS SCHEDULE

- 3.1 The following parts of this Schedule shall apply to this Contract:

- (a) Part A (*Staff Transfer At Start Date – Outsourcing From the Buyer*)  
**Not applicable**
- (b) Part B (*Staff Transfer At Start Date – Transfer From Former Supplier*)  
**Not applicable**
- (c) Part C (*No Staff Transfer Expected On Start Date*)  
**Not applicable**
- (d) Part D (*Pensions*)  
**Not applicable**

3.2 Part E (*Staff Transfer on Exit*) of this Schedule will always apply to this Contract, including:

- (i) Annex E1 (*List Of Notified Sub-Contractors*)
- (ii) Annex E2 (*Staffing Information*)

**PART A – NOT APPLICABLE**

**PART B - NOT APPLICABLE**

**PART C - NOT APPLICABLE**

**PART D - NOT APPLICABLE**

## **PART E – EMPLOYMENT EXIT PROVISIONS**

### **1 PRE-SERVICE TRANSFER OBLIGATIONS**

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any partial termination of this Contract; and
- (c) the date which is 12 months before the end of the Term; or
- (d) receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Act 2018, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List, and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor:

- (a) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

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

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

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;



- (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

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

- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, within 20 Working Days to the Buyer any information the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of Supplier Personnel engaged in providing the Services;
- (b) the percentage of time spent by each Supplier Personnel engaged in providing the Services;
- (c) a description of the nature of the work undertaken by each Supplier Personnel by location.

- 1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;

- (d) tax code;
- (e) details of any voluntary deductions from pay;
- (f) a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
- (g) a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
- (h) bank/building society account details for payroll purposes.

- 1.8 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c) the Supplier agrees that following a request from the Buyer it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any reasonable request to align and assign Supplier Personnel to any future delivery model proposed by the Buyer for Replacement Services within 30 Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Change Control Procedure.

## **2 EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or partial termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations under the Employment Regulations, and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date, and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List arising in respect of the period up to (but excluding) the Service Transfer Date, including the payment of all remuneration, benefits, entitlements and outgoings, all wages, pay for accrued but untaken holiday, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date, and any necessary apportionments in respect of any periodic payments shall be made between:
- a) the Supplier and/or the Sub-contractor (as appropriate); and
  - b) the Replacement Supplier and/or Replacement Sub-contractor.

b) the Replacement Supplier and/or Replacement Sub-contractor.

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

- (a) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Supplier or any Sub-contractor occurring before but excluding the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
  - (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
- (e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Sub-

contractor may be liable by virtue of this Contract and/or the Employment Regulations; and

- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

- (a) the Buyer shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Buyer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- (a) shall not apply to:
    - (i) any claim for:
      - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or
    - (ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
  - (b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.12 Subject to Paragraph 2.13, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-

contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

- (g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.13 The indemnities in Paragraph 2.12 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

## **ANNEX E1: LIST OF NOTIFIED SUB-CONTRACTORS**

**Not Applicable**



## **ANNEX E2: STAFFING INFORMATION**

## EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

- 1 *If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.*
- 1 *This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.*
- 2 *If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.*

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Date of Birth (dd/mm/yy)	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

EMPLOYEE DETAILS & KEY TERMS							
Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

	ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPA, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						



PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						

	OTHER		
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

## **S5 BENCHMARKING**

### **1. INTRODUCTION**

1.1 In this Schedule S5 (Benchmarking), the following definitions shall apply:

<b>"Benchmark Review"</b>	a review of the Services carried out in accordance with this Schedule to determine whether those Services represent Good Value;
<b>"Benchmarked Services"</b>	any Services included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Services;
<b>"Comparable Services"</b>	services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services.

### **2. WHEN YOU SHOULD USE THIS SCHEDULE**

2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Services, represent value for money to the taxpayer throughout the Contract Period.

2.2 This Schedule S5 (Benchmarking) sets to ensure this Contract represent value for money throughout and that the Buyer may terminate this Contract by issuing a written notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule S5 (Benchmarking).

### **3. BENCHMARKING**

#### **3.1 How benchmarking works**

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

## 3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for approval, a draft plan for the Benchmark Review which must include:
  - (a) a proposed cost and timetable for the Benchmark Review;
  - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
  - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If

amendments are suggested, then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

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

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

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
  - (i) market intelligence;
  - (ii) the benchmarker's own data and experience;
  - (iii) relevant published information; and
  - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

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

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

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### 3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule S5 (Benchmarking) **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule S5 (Benchmarking);
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
  - (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and
  - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with the Change Control Procedure.

## S6 BUSINESS CONTINUITY AND DISASTER RECOVERY

### 1.1. DEFINITIONS

1.2 In this Schedule S6 (Business Continuity and Disaster Recovery), the following definitions shall apply:

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule S6 (Business Continuity and Disaster Recovery);
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule S6 (Business Continuity and Disaster Recovery);
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule S6 (Business Continuity and Disaster Recovery);
"Related Supplier"	any person who provides services to the Buyer which are related to the Services from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule S6 (Business Continuity and Disaster Recovery); and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule S6 (Business Continuity and Disaster Recovery);

### 2. BCDR Plan

- 2.1 At least ninety (90) Working Days prior to the Services Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
  - 2.1.2 the recovery of the Services in the event of a Disaster
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

### **3. General Principles of the BCDR Plan (Section 1)**

#### **3.1 Section 1 of the BCDR Plan shall:**

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
  - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
  - (b) identification of any single points of failure within the provision of the Services and processes for managing those risks;
  - (c) identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- 3.1.9 identify the procedures for resumption to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

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

- 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
- 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;



- 3.2.3 it complies with the relevant provisions of ISO/IEC 27002, ISO22301/ISO22313, ISO27031 and all other industry standards from time to time in force;
- 3.2.4 it details a process for the management of disaster recovery testing; and
- 3.2.5 it complies with Section 29 of the Business Requirements.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

#### **4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services; and
  - 4.2.3 set out the circumstances in which the Business Continuity Plan is invoked.

#### **5. Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Sites;
  - 5.2.2 loss of utilities to the Sites;
  - 5.2.3 loss of the Supplier's Service Desk or Computer Aided Facility Management (CAFM) system;
  - 5.2.4 loss of a Sub-Contractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;

- 5.2.9 post implementation review process;
- 5.2.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule S6 (Business Continuity and Disaster Recovery); and
- 5.2.12 testing and management arrangements.

## 6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every twelve (12) months;
  - 6.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule S6 (Business Continuity and Disaster Recovery)) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

## **7. Testing the BCDR Plan**

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

## **8. Invoking the BCDR Plan**

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

## **S7 CONTINUOUS IMPROVEMENT**

### **1. SUPPLIER'S OBLIGATIONS**

#### **1.1 The Supplier must, throughout the Contract Period:**

- 1.1.1 identify new or potential improvements to the provision of the Services; and
- 1.1.2 consider reasonable new or potential improvements to the provision of the Services identified by the Buyer and made known to the Supplier,

with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.

#### **1.2 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services 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 Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.**

#### **1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services 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:**

- 1.3.1 identifying the emergence of relevant new and evolving technologies;
- 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 1.3.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
- 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services and identifying opportunities to assist the Buyer in meeting their sustainability objectives; and
- 1.3.5 reasonably suggested by the Buyer in accordance with paragraph 1.1.

#### **1.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.**

#### **1.5 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.

- 1.6 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.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request an RFS in accordance with the Change Control Procedure or Schedule S10 (Requests for Service and Projects) (as applicable).
- 1.8 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.5:
  - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
  - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan shall have no effect on and are included in the Charges. The costs arising from any improvement made pursuant to the Continuous Improvement Plan and the costs of implementing any improvement, shall be agreed in accordance with the Change Control Procedure or Schedule S10 (Requests for Service and Projects) (as applicable).
- 1.11 Should the Supplier's costs in providing the Services 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 Services.
- 1.12 At any time during the Contract Period of this 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.

**S8      GUARANTEE**

**1.      GUARANTEE**

1.1      Where a Buyer has stipulated in the Order Form that the award of this Contract is conditional upon the receipt of a Guarantee then, on or prior to the Commencement Date or on any other date specified by the Buyer, the Supplier shall deliver to the Buyer:

1.1.1      an executed Guarantee from a Guarantor; and

1.1.2      a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

1.2      Where a Buyer has procured a Guarantee from the Supplier under Paragraph 1.1 above, the Buyer may terminate the Contract for material Default where:

1.2.1      the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;

1.2.2      the Guarantor is in breach or anticipatory breach of the Guarantee;

1.2.3      an Insolvency Event occurs in respect of the Guarantor;

1.2.4      the Guarantee becomes invalid or unenforceable for any reason whatsoever;  
or

1.2.5      the Supplier fails to provide any of the documentation required by Paragraph 1.1 by the date so specified by the Buyer;

and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.

**ANNEX – FORM OF GUARANTEE**

**DEED OF GUARANTEE**

**PROVIDED BY**

**[INSERT NAME OF THE GUARANTOR]**

**FOR THE BENEFIT OF**

**[INSERT NAME OF THE BENEFICIARY]**

## DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the                      day of                      20[ ]

### PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor")

### WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 In this Deed of Guarantee:

1.1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.1.2 the words and phrases below shall have the following meanings:

<b>["Beneficiary"]</b>	means [insert name of the Buyer with whom the Supplier enters into a Contract] and "Beneficiaries" shall be construed accordingly;]
<b>["Contract"]</b>	means the call off contract between the Supplier and the Buyer;]
<b>["Framework Contract"]</b>	means the framework contract with Framework Reference RM6100 between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;]
<b>["Guaranteed Agreement"]</b>	means the Contract;]
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
<b>"Supplier"</b>	means [Insert the name, address and registration number of the Supplier as each appears in the Contract].



- 1.2 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.3 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.4 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.5 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.6 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.7 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.8 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.9 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.10 references to liability are to include any liability whether actual, contingent, present or future.

## **2. GUARANTEE AND INDEMNITY**

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
  - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

### **3. OBLIGATION TO ENTER INTO A NEW CONTRACT**

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

### **4. DEMANDS AND NOTICES**

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

- 4.2.1 if delivered by hand, at the time of delivery; or
  - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
  - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

## **5. BENEFICIARY'S PROTECTIONS**

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
  - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
  - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
  - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
  - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

## **6. GUARANTOR INTENT**

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

## **7. RIGHTS OF SUBROGATION**

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1.1 of subrogation and indemnity;
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

## **8. DEFERRAL OF RIGHTS**

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
- 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
- 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
- 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
- 8.1.5 claim any set-off or counterclaim against the Supplier;

- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
- 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers

of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

- (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
- (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
- (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## **10. PAYMENTS AND SET-OFF**

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

## **11. GUARANTOR'S ACKNOWLEDGEMENT**

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

## **12. ASSIGNMENT**

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

## **13. SEVERANCE**

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## **14. THIRD PARTY RIGHTS**

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **15. SURVIVAL**

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

## **16. GOVERNING LAW**

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

## **17. AUTHORISED AGENT**

- 17.1 The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal

summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary



**S9 MOD TERMS – Not Used**

## **S10 REQUESTS FOR SERVICE AND PROJECTS**

### **1. DEFINITIONS**

**1.1** In this Schedule S10 (Requests for Service and Projects), the following definitions shall apply:

<b>“Large RFS”</b>	has the meaning given to it in paragraph 3.2 of this Schedule S10 (Requests for Service and Projects);
<b>“Medium RFS”</b>	has the meaning given to it in paragraph 3.2 of this Schedule S10 (Requests for Service and Projects);
<b>“Outline Project Plan”</b>	means in relation to a Project, a plan setting out the relevant Milestones and associated Deliverables and durations;
<b>“Project”</b>	means any programme of work for services under the Contract pursuant to an RFS and Proposal Document that has been agreed by the Parties in accordance with the procedures set out in this Schedule S10 (Requests for Service and Projects);
<b>“Project Plan”</b>	a statement of how and when a Project's objectives are to be achieved, by showing the major products, Milestones, activities, deliverables, and resources required on the Project;
<b>“Proposal Document”</b>	has the meaning given to it in paragraph 4.1 of this Schedule S10 (Requests for Service and Projects);
<b>“Project Management”</b>	is the application of processes, methods, skills, knowledge and experience to achieve specific project objectives according to the project acceptance criteria within agreed parameters;
<b>“Request for Service / RFS”</b>	has the meaning given to it in paragraph 2.2 of this Schedule S10 (Requests for Service and Projects);
<b>“Small RFS”</b>	has the meaning given to it in paragraph 3.2 of this Schedule S10 (Requests for Service and Projects); and
<b>“Supplier Led Request”</b>	has the meaning given to it in paragraph 2.10 of this Schedule S10 (Requests for Service and Projects).

### **2. INTRODUCTION**

- 2.1. This Schedule S10 (Requests for Service and Projects) sets out the procedures for Requests for Service (RFS).
- 2.2. Further to Section 24 of the Business Requirements, this Schedule S10 (Requests for Service and Projects) provides information on future services to which the Buyer and/or Service Recipient may require the Supplier to respond with a proposal (“RFS”). For the avoidance of doubt, RFSs do not form part of the Services. If the Parties’ agreement of any RFS (including any subsequent changes to them), shall require a Change to be made to the Contract, then in accordance with Clause 49.1 such Changes shall be subject to the Change Control Procedure.
- 2.3. The Buyer shall provide the Supplier with the details of the individuals who are authorised by the Buyer to raise and approve RFSs and shall notify the Supplier of any changes made by the Buyer to the list of authorised individuals during the Contract Period.
- 2.4. The Supplier shall:

- 2.4.1. respond to an RFS in accordance with its obligations set out in paragraphs 3 and 4 below; and
- 2.4.2. deliver, perform or otherwise implement the requirements set out in the request, in a timely manner consistent with the relevant lead times agreed in accordance with this Schedule S10 (Requests for Service and Projects).
- 2.5. The procedures in this Schedule S10 (Requests for Service and Projects) shall not be used to request Contract Changes which shall be dealt with in accordance with Clause 49.1 (Change Control Procedure).
- 2.6. An RFS shall only be valid when signed by an authorised individual as notified to the Supplier by the Buyer in accordance with paragraph 2.3.
- 2.7. Each Party shall be responsible for its own costs incurred in proposing, preparing, discussing, negotiating, and agreeing any RFS.
- 2.8. Any Charges applicable to any RFS that are agreed by the Buyer in accordance with this Schedule S10 (Requests for Service and Projects) shall be payable in accordance with Schedule 2 (Charges and Invoicing).
- 2.9. The Supplier acknowledges that the Buyer is not obliged to raise RFSs and provides no guarantee to the Supplier on the volume, value or quantity of any RFSs that the Buyer and/or Service Recipients may require under this Contract (if any) and that nothing shall prevent the Buyer and/or Service Recipients from receiving services that are the same or similar to any services that may be covered by an RFS from any third party.
- 2.10. The Supplier can request that the Buyer issues an RFS (a **"Supplier Led Request"**). The Supplier must use the template Supplier Led Request form as provided by the Buyer to the Supplier and as updated from time to time.
- 2.11. If the Buyer agrees with the Supplier Led Request, the Buyer shall issue an RFS to the Supplier in relation to the services which were the subject of the Supplier Led Request. For the avoidance of doubt, the Buyer can reject a Supplier Led Request at its absolute discretion.
- 2.12. The Supplier shall ensure that:
  - 2.12.1. all the Registers, including any asset, licensing, warranty and/or configuration management information, are updated in as close to real time as possible (and in any event no later than twenty-four (24) hours following the installation, removal or movement) to reflect the changes implemented as a result of the RFS, which have resulted from the installation, removal or movement of assets and initiation of Services; and
  - 2.12.2. all RFS related activities are co-ordinated to optimise use of resources.

### 3. REQUESTS FOR SERVICES

- 3.1. The Buyer may issue an RFS to the Supplier in accordance with the process set out in this paragraph 3 (the **"Project Initiation Process"**).
- 3.2. RFSs are categorised as follows:

#### ***Small RFSs***

- 3.2.1. Small RFSs shall be delivered by the Supplier at no cost to the Buyer.
- 3.2.2. Small RFSs include, but shall not be limited to, the implementation of a new IT service or a change to an existing IT service:

- i. which results in the straightforward onboarding of Service Desk agents or Knowledge Articles, for example the Supplier is required to validate Knowledge Articles and Minimum Data Sets and produce a template;
  - ii. where minimal or no project management is required by the Supplier;
  - iii. which does not require any Other Suppliers;
  - iv. where no formal Service Desk agent training is required, however it may require the Service Desk agent to be notified so they are aware and can support if they receive a call; or
  - v. which involve technologies that are already known to the Supplier and the Buyer and/or Service Recipient.
- 3.2.3. The Supplier is required to respond to a Small RFS within ten (10) Working Days in accordance with paragraphs 4.1 and 4.2 below.

#### ***Medium RFSs***

- 3.2.4. The Supplier's delivery of Medium RFSs may incur additional Buyer expenditure.
- 3.2.5. Medium RFSs include, but shall not be limited to, the implementation of a new IT service or a change to an existing IT service where up to five (5) Working Days of project management is required and:
- i. the RFS is sent to Other Suppliers;
  - ii. there is no recruitment required to progress the RFS;
  - iii. which involve technologies that are already known to the Supplier and the Buyer and/or Service Recipients; or
  - iv. Service Desk agents may require training (up to one (1) hour per Service Desk agent) on how to carry out triage or First Contact Resolution for a new Incident.
- 3.2.6. The Supplier is required to respond to a Medium RFS within fifteen (15) Working Days in accordance with paragraphs 4.1 and 4.2 below.

#### ***Large RFSs***

- 3.2.7. The Supplier's delivery of Large RFSs may incur additional Buyer expenditure.
- 3.2.8. Large RFSs include, but shall not be limited to, the implementation of a new IT service or a change to an existing IT service where more than five (5) Working Days of Project Management is required and:
- i. the RFS is sent to Other Suppliers;
  - ii. Service Desk agent recruitment is required to progress the RFS;
  - iii. which involve technologies that are new to the Supplier or the Buyer and/or Service Recipients; or
  - iv. Service Desk agents may require training (greater than one (1) hour per Service Desk agent) on how to carry out triage or First Contact Resolution for a new Incident.
- 3.2.9. The Supplier is required to respond to a Large RFS within twenty (20) Working Days in accordance with paragraphs 4.1 and 4.2 below.

3.3 Each RFS submitted by the Buyer shall include the following (to the extent relevant):

- 3.3.1 whether the RFS is a Small RFS, Medium RFS or Large RFS;
  - 3.3.2 a brief context, identifying the positioning of the intended Project in the Buyer's and/or Service Recipient's IT strategy, targets, timescales and objectives;
  - 3.3.3 a detailed statement of the Buyer's and/or Service Recipient's requirements for the intended Project (including scope);
  - 3.3.4 the objectives and goals of the intended Project and its contribution to the Buyer's and/or Service Recipient's business objectives;
  - 3.3.5 the charging basis proposed by the Buyer and/or Service Recipient for the intended Project by reference to the relevant paragraph of Schedule 2 (Charges and Invoicing) and any guidance, which the Buyer and/or Service Recipient wishes the Supplier to consider, in respect of pricing mechanisms;
  - 3.3.6 details of any standard estimating tool that the Buyer and/or Service Recipient proposes be used by the Supplier for estimating resources;
  - 3.3.7 any known technical, time or any other constraints;
  - 3.3.8 key assumptions and any known risks;
  - 3.3.9 whether Testing is required in accordance with S2 (Testing Procedures) or approval of Documentary Deliverables in accordance with the Document Approval Procedure;
  - 3.3.10 the proposed Milestones and proposed Test Success Criteria for the intended Project;
  - 3.3.11 details of the Project Test Strategy (if any) relevant to the intended Project;
  - 3.3.12 the desired level of progress reporting; and
  - 3.3.13 such other information available to or in the possession of the Buyer and/or Service Recipient that is reasonably necessary for the Supplier to perform the Project.
- 3.4 Upon receipt of the RFS, the Supplier shall promptly check that the RFS complies with the provisions of paragraph 3.3 and (insofar as it does) acknowledge receipt to the Buyer no later than three (3) Working Days following receipt of the RFS and confirm that the RFS is accepted by the Supplier at which point it shall be deemed to constitute an agreed RFS.
- 3.5 If, in the reasonable opinion of the Supplier, the RFS fails to comply with the provisions of paragraph 3.3, the Supplier shall notify the Buyer within three (3) Working Days of receipt of the RFS and explain its reasons for rejecting the relevant RFS. The Parties shall seek to agree the most appropriate means of remedying such reasons for rejection.
- 3.6 In relation to each RFS accepted in accordance with paragraph 3.4:
- 3.6.1 the Supplier shall achieve the date for the performance of the RFS as set out in the RFS; and
  - 3.6.2 if there are any Charges set out in the RFS these shall be payable in accordance with Schedule 2 (Charges and Invoicing) after the relevant Services are received by the Buyer.
- 3.7 The Supplier shall provide regular status updates to the Buyer for the purpose of tracking, managing and closing RFSs.

- 3.8 The Buyer may at its reasonable discretion, at any time prior to the acceptance of a Proposal Document in accordance with paragraph 4.4 below, terminate the Project Initiation Process for such intended Project by providing written notice to that effect to the Supplier.
- 3.9 In the event that any RFSs are cancelled by the Buyer whilst the Supplier is delivering the RFS but before completion of such RFS:
- 3.9.1 the Supplier shall:
- 3.9.1.1 notify the Buyer in writing of any costs incurred by the Supplier in delivering the RFS up to and including the date of cancellation and/or any direct and unavoidable losses and/or expenses incurred as a result of the cancellation of such RFS; and
- 3.9.1.2 cooperate with the Buyer and take all reasonable steps to eliminate or, if this is not possible, mitigate any costs, losses and/or expenses that it incurs as a result of the Buyer's cancellation of a RFS,
- and provide to the Buyer such documentation that the Buyer shall reasonably require to evidence the same; and
- 3.9.2 subject to the Supplier complying with the provisions of paragraph 3.9.1 above, the Buyer shall pay any such costs, losses and/or expenses incurred by the Supplier as a result of the Buyer's cancellation of an RFS in accordance with the provisions of Clause 15 (Charges and Invoicing) and Schedule 2 (Charges and Invoicing).
- 3.10 The Supplier shall reasonably co-operate and work closely with Other Suppliers in satisfying any RFSs that may impact across any information and communication services being delivered to the Buyer and/or Service Recipients and in so doing shall comply with the co-operation and collaboration requirements set out in Clause 8.5.6 and the Business Requirements for the delivery of such RFSs.

#### 4. PROPOSAL DOCUMENTS

- 4.1 The Supplier shall provide to the Buyer in response to each RFS received by the Supplier which complies with the requirements of paragraph 3.3 a proposal document (a "**Proposal Document**") within the time periods specified in paragraphs 3.2.3, 3.2.6 and 3.2.9 above respectively or such other time period as is reasonably requested by the Buyer and agreed by the Buyer and the Supplier (taking into account the nature and complexity of the RFS in question).
- 4.2 Each Proposal Document shall be clear and unambiguous and set out all information necessary, and in sufficient detail, to allow a preliminary assessment by the Buyer of the relevant intended Project, including the following information as a minimum:
- 4.2.1 outline approach, work breakdown structure (i.e. the appropriate Milestones (including any Milestones which attract Milestone Payments), key Deliverables, timescales and estimated number of each type of resource required, based on any estimating tool referred to in paragraph 3.3.6) and Project Implementation Plan;

- 4.2.2 an Outline Project Plan;
  - 4.2.3 details of any required third party service in relation to the intended Project including:
    - 4.2.3.1 the nature of the required third party service and anticipated charges; and
    - 4.2.3.2 the identity of the proposed third party supplier who shall provide the required third party service;
  - 4.2.4 key assumptions (including any cost assumptions) and anticipated risks;
  - 4.2.5 any additional Buyer Responsibilities specific to the intended Project (if any);
  - 4.2.6 an assessment as to whether:
    - 4.2.6.1 any element of the Services which would be required in respect of that intended Project are already being provided by the Supplier under this Contract; and
    - 4.2.6.2 where the result of the Supplier's assessment is that the intended Project would be best delivered by an alternative means, details of the Supplier's recommendations as to the most appropriate means of delivery for the intended Project;
  - 4.2.7 if the Supplier reasonably determines that Testing or Approval of Documentary Deliverables in accordance with the Document Approval Procedure will be required in respect of the intended Project (whether or not the Buyer has identified this itself in the RFS);
  - 4.2.8 the charges proposed by the Supplier with reference to the prices set out in the relevant paragraph of Schedule 2 (Charges and Invoicing) which would be payable by the Buyer for undertaking the intended Project in accordance with the charging basis proposed by the Buyer in the RFS as set out in paragraph 3.3.5 above. Such charges shall include the costs of complying with the Test Success Criteria;
  - 4.2.9 any proposals in respect of funding or alternative pricing or new pricing mechanisms that the Supplier wishes the Buyer to consider;
  - 4.2.10 comments upon the Test Success Criteria (if any) proposed by the Buyer and/or Service Recipient for the intended Project;
  - 4.2.11 outline details of the possible impact of the intended Project upon major works (for example implementation of the Contract, exit or other Projects) and/or of major works upon the intended Project together with details of the Supplier's recommendations for addressing such possible impact.
- 4.3 Where in the reasonable opinion of the Buyer, any Proposal Document fails to set out in sufficient detail the information required by paragraph 4.2 to enable the Buyer to carry out its initial assessment of an intended Project, the Supplier shall, to the extent reasonably practicable, remedy any such failing if the Buyer requests it to do so, within such timescales as are reasonably requested by the Buyer, or in the absence of such request, five (5) Working Days.
- 4.4 Following review of a Proposal Document, the Buyer shall within a reasonable period, and in any event, within thirty (30) Working Days of receipt of the Proposal Document from the Supplier, notify the Supplier in writing whether it wishes to accept the Proposal Document and proceed with the Project, and if so shall require the Supplier to commence the Project on a

date reasonably agreed by the Parties. For the avoidance of doubt, the Buyer can reject any Proposal Document at its absolute discretion.

## **5. PROJECT COMMITMENT**

- 5.1. Neither Party shall become contractually committed in respect of any Project unless and until such time as the Buyer has indicated its written acceptance of the Proposal Document to the Supplier in accordance with paragraph 4.4 above.

## **6. PROJECT COMMENCEMENT**

- 6.1. Following acceptance of the Proposal Document to the Supplier in accordance with paragraph 4.4 above, a Project start meeting shall take place (unless the Parties agree otherwise) between the Parties prior to any work being undertaken on that Project.

## **7. CHANGES TO AGREED PROPOSAL DOCUMENTS**

- 7.1. Following the agreement of a Proposal Document, any changes to such Proposal Document proposed by either Party shall only become effective if the change has been agreed by both Parties in writing.
- 7.2. The Buyer may, by giving the Supplier prior written notice, require the termination of a Project after it has commenced, in which case the Parties' obligations in respect of the remaining Services shall continue unaffected and a Termination Payment shall only be payable by the Buyer if applicable in accordance with Clause 36.2 and Schedule 2 (Charges and Invoicing).
- 7.3. Termination of a Project in accordance with paragraph 7.2 shall be without prejudice to any right of action or remedy of either Party which has accrued, or which subsequently accrues.

## **8. SUB-CONTRACTORS AND SUPPLIERS**

- 8.1. The Supplier may engage any Sub-Contractor or third party supplier in relation to any Project subject to the terms of this Schedule and in accordance with this Contract.
- 8.2. In respect of each Sub-Contractor or third party supplier engaged by the Supplier on its own accord in relation to a Project the Supplier shall, at no cost to the Buyer, ensure that prior to the commencement of any work by that Sub-Contractor or third party supplier in relation to the Project such Sub-Contractor or third party supplier is given appropriate information in relation to the Project which shall include, at a minimum, the following information but only where such information is relevant to the work to be undertaken by the Sub-Contractor or third party supplier:
  - 8.2.1. an overview of the Supplier's and Buyer's and/or Service Recipient's respective organisations including background and position in the market (in the case of the Supplier) and the political landscape (in the case of the Buyer and/or Service Recipient);



- 8.2.2. an overview of the relevant Buyer's organisation(s) and/or Service Recipients to which the Project relates and/or impacts;
- 8.2.3. an introduction to the Project itself, including the relevant background and its intended contribution to the Buyer's and/or Service Recipient business objectives;
- 8.2.4. the policies and procedures that are relevant to the Project;
- 8.2.5. an overview of the composition of the Project team (including the different roles of each member or categories of members) and key stakeholders;
- 8.2.6. the specific roles, responsibilities, and objectives of the Sub-Contractor or third party supplier in relation to the Project (including any relevant background material);
- 8.2.7. relevant administrative requirements (e.g., time sheets, status reports and project meetings); and
- 8.2.8. any relevant Buyer and/or Service Recipient or Supplier policies or procedures specific to the Sub-Contractor's or third party supplier's role.

## **9. CONFLICTS OF INTEREST**

- 9.1. Where the provision or planning of any RFS involves the selection of, or advice upon the selection of, alternative courses of action (including refraining from a particular course of action) or the acquisition, or advice upon the acquisition of goods, services and rights, the Supplier shall make such selection or acquisition or give such advice in an impartial, independent and unbiased manner and in the best interests of the Buyer. and/or Service Recipient.
- 9.2. If the Supplier becomes aware of any actual or potential conflict of interest in relation to any RFS (whether such existed before the Commencement Date or thereafter) it shall, without undue delay, notify the Buyer in writing providing full particulars of the actual or potential conflict together with any additional information which the Buyer may require in connection with such matter.

## **10. AUDIT OF REQUESTS FOR SERVICES**

- 10.1. The Buyer shall have the right to audit any Project consistent with the provisions set out in Clause 29 (Records and Audit).
- 10.2. The Buyer reserves the right to verify throughout each Project that the level of skill and experience of individuals assigned remains consistent with the grade associated with the Supplier Personnel upon which the Supplier bases its charges for the Project prior to inception of the Project. The Supplier shall provide to the Buyer such information as the Buyer may reasonably request to enable it to exercise its rights under this paragraph 10.2.

## **S11 SERVICE RECIPIENTS**

### **1. INTRODUCTION**

- 1.1. This Schedule S11 (Service Recipients) sets out the basis on which the Supplier shall provide the Services for the benefit not only of the Buyer but also for the benefit of the Service Recipients.

### **2. DEFINITIONS**

- 2.1. In this Schedule S11 (Service Recipients), the following definitions shall apply:

<b>“Initial Service Recipients”</b>	means a person named as such in the Annex 1 to this Schedule S11 (Service Recipients);
<b>“Potential Service Recipients”</b>	means a person named as such in Annex 2 to this Schedule S11 (Service Recipients); and
<b>“Service Recipients”</b>	<p>means:</p> <p>(a) the Initial Service Recipients; and</p> <p>(b) any:</p> <ul style="list-style-type: none"><li>(I) Potential Service Recipients;</li><li>(II) arms’ length bodies of the Buyer;</li><li>(III) body (including any private sector body) created or formed, or brought within the Buyer’s responsibility or control, after the date of this Contract; or</li><li>(IV) body (including any private sector body) which (i) performs any of the functions that previously were performed by the Buyer or (ii) to whom the Buyer provides services,</li></ul> <p>in each case added to the list in Annex 1 in accordance with the Change Control Procedure.</p>

### **3. SERVICE RECIPIENTS’ BENEFITS UNDER THE CONTRACT**

- 3.1. The Buyer has entered into this Contract both for its own benefit and for the benefit of the Service Recipients, provided that nothing in this Contract shall create or be deemed to create a contractual relationship between the Supplier and any Service Recipient.
- 3.2. The Initial Service Recipients who are to benefit under the Contract are identified in Annex 1 to this Schedule S11 (Service Recipients). Additional Service Recipients shall be added to the list in Annex 1 in accordance with the Change Control Procedure.
- 3.3. The Service Recipients shall not be entitled to enforce the relevant provisions of the Contract pursuant to CRTPA.
- 3.4. The Parties to the Contract may in accordance with its provisions vary, terminate or rescind the Contract or any part of it, without the consent of any Service Recipient. No Service Recipient may authorise any Contract Change, Service Request or Project Work Order or any other change to this Contract.

- 3.5. The Buyer shall be entitled to enforce any provision of this Contract on behalf of a Service Recipient, but the Supplier shall be liable only to the Buyer and shall deal only with the Buyer.
- 3.6. Notwithstanding paragraph 3.5 above and subject to paragraph 3.8 below, the Buyer may recover all Losses suffered not only by the Buyer but also any Losses suffered by any Service Recipient as though it has suffered such Loss itself.
- 3.7. Notwithstanding paragraph 3.5 above and subject to paragraph 3.8 below, the indemnities from the Supplier in the Contract (including those in Clauses 11.8.1, 15.5, 16.1.2, 23, 24.4, paragraph 8.9 of Schedule 10 (Exit Management) and Schedule S4 (Staff Transfer)) shall extend not only to Losses suffered or incurred by the Buyer but also any Losses suffered or incurred by any Service Recipient.
- 3.8. The Supplier's limits and exclusions of liability in the Contract shall apply as overall limitations on liabilities under this Contract whether relating to a claim by the Buyer on behalf of a Service Recipient or to a claim made by the Buyer on its own behalf and in no event shall the Buyer or any Service Recipient recover twice in respect of the same Loss.
- 3.9. Subject to the Dispute Resolution Procedure, if any breach arises out of any act or omission of a Service Recipient, any claim by the Supplier shall be brought only against the Buyer and not against the Service Recipient.
- 3.10. Where compliance with any obligation or responsibility of the Buyer is necessary in order to enable the Supplier to supply the benefit of the Services to a Service Recipient, responsibility for compliance shall remain with the Buyer but compliance by the Service Recipient shall be deemed to be compliance by the Buyer.

## ANNEX 1: INITIAL SERVICE RECIPIENTS

The Services shall be provided for the benefit of the following Initial Service Recipients:

Name of Service Recipient
Children and Family Court Advisory and Support Services
Criminal Cases Review Commission
Criminal Injuries Compensation Authority
Gov Facility Services Limited
HM Courts and Tribunals Service
HM Prison and Probation Service
HM Inspectorate of Prisons for England and Wales
HM Inspectorate of Probation for England and Wales
Independent Monitoring Authority for the Citizens' Rights Agreements
Independent Monitoring Boards
Judicial Appointments and Conduct Ombudsman
Judicial Office
Judicial Appointments Commission
Law Commission
Legal Aid Agency
Legal Services Board
Office for Budget Responsibility
Office of the Public Guardian
Official Solicitor and Public Trustee
Parole Board
Prisons & Probation Ombudsman
Sentencing Council for England and Wales
Victims Commissioner
Wales Office (Office of the Secretary of State for Wales)
Youth Justice Board for England and Wales

**ANNEX 2: POTENTIAL SERVICE RECIPIENTS**

<b>Name of Service Recipient</b>
Academy for Social Justice
Advisory Committee on Justices of the Peace
Civil Justice Council
Civil Procedure Rule Committee
Criminal Procedure Rule Committee
Family Justice Committee
Family Justice Council
Family Procedure Rule Committee
Independent Advisory Panel on Deaths in Custody
Independent Assessor of Compensation for Miscarriages of Justice
Insolvency Rules Committee
Lay Observers
Legal Ombudsman/Office for Legal Complaints
National Preventative Mechanism
Prison Services Pay Review Body
Supreme Court
Tribunal Procedure Committee

## **S12 CORPORATE SOCIAL RESPONSIBILITY**

### **1. WHAT WE EXPECT FROM OUR SUPPLIERS**

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) online at:
- 1.2 The Buyer expects the Supplier to meet the standards set out in that Code. In addition, the Buyer expects the Supplier to comply with the standards set out in this Schedule S12 (Corporate Social Responsibility).
- 1.3 The Supplier acknowledges that the Buyer has additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Sub-Contractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### **2. EQUALITY AND ACCESSIBILITY**

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

### **3. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT**

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

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Personnel to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
  - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;

- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
- 3.1.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 3.1.8 shall prepare and deliver to the Buyer 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 in accordance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Sub-Contractors 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 Sub-Contractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Sub-Contractors; and
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

#### **4. INCOME SECURITY**

##### **4.1 The Supplier shall:**

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

- 5.1.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed fort-eight (48) hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;by individuals and by the Supplier Personnel as a whole;
- 5.2 The total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven (7) 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 Personnel 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 Services which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

## **7. SOCIAL VALUE**

- 7.1 In December 2020, HM Government published 'The Social Value Model' and 'Guide to Using the Social Value Model' which in combination set out the approach to be taken by government authorities to supporting social value, including themes, policy outcomes, benefits, effective measures, contract management and reporting. (<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>)



7.2 The Buyer expects its suppliers and subcontractors to support the activities set out in that model and guidance, including the Supplier's and Sub-Contractors' compliance with the requirements set out in this Paragraph 7.

7.3 The Supplier acknowledges that HM Government may further develop and change its social value model, and the Buyer may have additional requirements in relation to social value. The Buyer expects that the Supplier and Sub-Contractors will comply with such reasonable social value requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the Contract shall be enacted via the Change Control Procedure.

#### **THEMES, OUTCOMES AND BENEFITS**

7.4 The Supplier will particularly support the following social value themes, policy outcomes and benefits:

*Table 1 – Social value themes, outcomes and benefits selected from the social value model*

Theme	Policy outcomes	Benefits
<b>Tackling economic inequality</b>	Create new businesses, new jobs and new skills	MAC 2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
<b>Fighting climate change</b>	Effective stewardship of the environment	MAC 4.1: Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.
<b>Wellbeing</b>	Improve health and wellbeing	MAC 7.1: Support health and wellbeing in the workforce

#### **SOCIAL VALUE DELIVERY PLAN**

7.5 Within sixty (60) days of the Commencement Date, the Supplier must provide to the Buyer a fully complete, up-to-date, timed project plan and process for delivering social value benefits (the "**Social Value Delivery Plan**") for the Buyer to agree.

7.6 The Social Value Delivery Plan must contain information at the level of detail necessary to manage and deliver:

7.6.1 social value commitments included in the Supplier's Call Off Tender;

7.6.2 monitoring, measuring and reporting on social value benefits (including those listed in Paragraph 7.4), commitments and impacts;

- 7.6.3 timed actions;
  - 7.6.4 reporting including metrics, targets (to be assigned to metrics wherever possible), tools and processes to gather and report data;
  - 7.6.5 feedback and improvement;
  - 7.6.6 transparency;
  - 7.6.7 influencing of stakeholders and communities through the Contract Period to support the policy outcomes (e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering).
- 7.7 The Social Value Delivery Plan will identify the Supplier Personnel responsible for its delivery.
- 7.8 Following receipt of the Social Value Delivery Plan from the Supplier, the Parties shall use reasonable endeavours to agree any amendments reasonably required for the Buyer to accept the Social Value Delivery Plan. If the Parties are unable to agree the Social Value Delivery Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.9 The Supplier shall keep the Social Value Delivery Plan under review at least annually and as otherwise directed by any Board (as described in Schedule 7 (Governance)) and will propose changes where necessary to improve outcomes.

#### **PERFORMANCE MONITORING AND REPORTING**

- 7.10 The Supplier shall monitor its performance against the Social Value Delivery Plan and report to the Buyer on such performance quarterly, in a format reasonably specified by the Buyer from time to time.
- 7.11 The Supplier's reports on social value delivery will be reviewed as a regular contract management activity, including in scope of relevant Board(s) (as described in Schedule 7 (Governance)).
- 7.12 The Supplier's reports on social value delivery must include the reporting metrics used by HM Government to monitor progress against the relevant policy outcomes, including those listed in Table 2 below.

*Table 2 – Reporting metrics for progress on policy outcomes (from social value model)*

Policy outcomes	Reporting metrics
<b>Create new businesses, new jobs and new skills</b>	<ul style="list-style-type: none"> <li>• Number of full-time equivalent (FTE) employment opportunities created under the Contract, by UK region.</li> <li>• Number of apprenticeship opportunities (level 2, 3 and 4+) created or retained under the Contract, by UK region.</li> <li>• Number of training opportunities (level 2, 3 and 4+) created or retained under the Contract, other than apprentices, by UK region.</li> <li>• Number of people-hours of learning interventions delivered under the Contract, by UK region.</li> </ul>

<b>Effective stewardship of the environment</b>	<ul style="list-style-type: none"> <li>• Number of people-hours spent protecting and improving the environment under the Contract, by UK region.</li> <li>• Number of green spaces created under the Contract, by UK region.</li> <li>• Annual: <ul style="list-style-type: none"> <li>• Reduction in emissions of greenhouse gases arising from the performance of the Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE).</li> <li>• Reduction in water use arising from the performance of the Contract, measured in litres.</li> <li>• Reduction in waste to landfill arising from the performance of the Contract, measured in metric tonnes.</li> </ul> </li> </ul>
<b>Improve health and wellbeing</b>	<ul style="list-style-type: none"> <li>• Percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees.</li> <li>• Percentage of all companies in the supply chain under the contract to have implemented the six (6) standards in the Mental Health at Work commitment.</li> <li>• Number of companies in the supply chain under the contract to have implemented the six (6) standards in the Mental Health at Work commitment.</li> <li>• Percentage of all companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than five-hundred (500) employees, in Thriving at Work.</li> <li>• Number of companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than five-hundred (500) employees, in Thriving at Work.</li> </ul>

7.13 Performance against the targets in the Social Value Delivery Plan will be evaluated using the following scores:

*Table 3 – Scores for evaluating social value targets*

<b>Good</b>	The Supplier is meeting or exceeding the target set out within the Social Value Delivery Plan.
<b>Approaching Target</b>	The Supplier is close to meeting the target set out within the Social Value Delivery Plan.

<b>Requires Improvement</b>	The performance of the Supplier is below that of the target set out within the Social Value Delivery Plan, but the Supplier has identified and committed to and/or is progressing steps to improve its performance.
<b>Inadequate</b>	The performance of the Supplier is significantly below that of the target set out within the Social Value Delivery Plan.

- 7.14 The Social Value Delivery Plan will set out how the KPI for social value delivery specified in Schedule 3 (Service Levels, Service Credits and Performance Monitoring) of this Contract will be calculated based on evaluation of targets in accordance with Paragraph 7.13, using the following template:

*Table 4 – Template for evaluation of specific reporting metrics*

Reporting Metric	Delivery period	Performance thresholds				Actual Delivery	% Delivery	Rating
		Good	Approaching target	Requires improvement	Inadequate			
[Insert]	Q [insert] [Year]	[Threshold]	[Threshold]	[Threshold]	[Threshold]	[Insert]	[Actual/ Good x100]	[Insert]
[Insert]	Q [insert] [Year]	[Threshold]	[Threshold]	[Threshold]	[Threshold]	[Insert]	[Actual/ Good x100]	[Insert]
[Insert]	Q [insert] [Year]	[Threshold]	[Threshold]	[Threshold]	[Threshold]	[Insert]	[Actual/ Good x100]	[Insert]
[Insert]	Q [insert] [Year]	[Threshold]	[Threshold]	[Threshold]	[Threshold]	[Insert]	[Actual/ Good x100]	[Insert]

- 7.15 The Buyer may publish social value performance metrics relating to the Contract from time to time, including in accordance with HM Government practice at the time.

## **SCHEDULE S13 BUYER RESPONSIBILITIES**

### **1 INTRODUCTION**

- 1.1 The responsibilities of the Buyer set out in this Schedule S13 (Buyer Responsibilities) shall constitute the Buyer Responsibilities under this Contract. Any obligations of the Buyer in the Services Specification and the Supplier's Call-Off Tender shall not be Buyer Responsibilities and the Buyer shall have no obligation to perform any such obligations unless they are specifically stated to be "Buyer Responsibilities" and cross referenced in the table in Paragraph 3 of this Schedule S13 (Buyer Responsibilities).
- 1.2 The responsibilities specified within this Schedule S13 (Buyer Responsibilities) shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

### **2 GENERAL RESPONSIBILITIES**

- 2.1 The Buyer shall:
  - 2.1.1 perform those obligations of the Buyer which are set out in the Order Form, Clauses of this Contract and the Paragraphs of the Schedules (except Attachment 1 of the Order Form (Services Specification) and Attachment 11 of the Order Form (Supplier's Call-Off Tender));
  - 2.1.2 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer Personnel and/or Other Suppliers as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Contract Period and the Termination Assistance Period;
  - 2.1.3 provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under this Contract as defined in the Implementation Plan;
  - 2.1.4 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer; and
  - 2.1.5 procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed).

### **3 SPECIFIC RESPONSIBILITIES**

- 3.1 The Buyer shall, in relation to this Contract, perform the Buyer Responsibilities identified as such in this Contract, the details of which are set out below:

Responsibility ID	Buyer Responsibility
BR-001	The Buyer shall ensure its ITSM Toolset is maintained and supported and provided to allow the Supplier either to establish connection to it or to access and utilise it.
BR-002	The Buyer shall provide an up-to-date and accurate Organisational Chart to provide the Supplier with information that will support RACI definition, business engagement and communication.
BR-003	The Buyer shall outline the availability, preferred engagement vehicles and preferred escalation channels of key Buyer Personnel to facilitate Supplier engagement where reasonable endeavours may not provision the necessary level of access.
BR-004	The Buyer shall provide a log of any material changes in Requirements, Staffing or Terms and Conditions that occur through the Transition Period and once Live to any Changes in Operations that may impact the service provision.
BR-005	The Buyer shall provide visibility of the ITSM Landscape and Roadmap to support the Supplier with anticipating any technology changes that may influence the delivery model over the Transition period.
BR-006	The Buyer shall make available a knowledge repository whereby training materials, potentially including any videos that may be created, can be stored and shared with relevant teams on an ongoing basis.
BR-007	The Buyer will engage collaboratively with the Supplier to assess where reasonable reconsiderations of current process, technical requirements or governance may deliver improved future outcomes due to changing business needs or as a consequence of transitioning to a new operating model.
BR-008	The Buyer will ensure timely approval for all deliverables aligned to the dates and milestones outlined in the Supplier's Implementation Plan, any service Improvement Proposals and Service Requests where appropriate.
BR-009	The Buyer will ensure the timely completion of Buyer side service and tooling integration requirements in relation to service management, reporting and service level measurement.

BR-010	The Buyer shall ensure its ITSM Toolset is maintained and supported and provided, as per the tested and approved Service design, to allow the Supplier either to establish connection to it for the exchange of near real-time data or to access and utilise it.
BR-011	The Buyer will perform those Buyer obligations, responsibilities and dependencies which are set out in any agreed plans (including the Implementation Plan) at its own cost and to the specified timescales (and where no timescales are specified, in such timescale as will enable the Supplier to provide the Services).
BR-012	With support and input from the Supplier, manage and implement all large scale business communications required to End Users to promote use of the Services.
BR-013	The Buyer will appoint a suitably skilled and authorised Transition Lead and provide PMO and subject matter experts as reasonably required by the Supplier to support the delivery of the Implementation Plan.
BR-014	<p>The Buyer will support the Supplier's performance of the Implementation Plan activities by:</p> <p>The Buyer shall ensure that the incumbent supplier adheres to its service exit plan, to support the delivery of Transition and service transfer.</p> <p>Providing existing knowledge articles, security policies, scripts, processes, documentation designs in relation to the transitioning services;</p> <p>Explaining Buyer policies, procedures, systems, configurations, standards and operations used to perform the existing services to the extent reasonably required by the Supplier providing answers to reasonable questions in respect of the existing services including making subject matter experts with critical knowledge of the existing Services available for meetings with the Supplier as reasonably required to discuss any of the same.</p>
BR-015	The Buyer will obtain and maintain throughout the duration of the Contract Period, all the consents, licences, approvals and permissions in relation to products or assets made available by Buyer to Supplier in connection with the Services (other than those supplied by Supplier), including Buyer software, third party software, and Buyer provided assets and devices.

BR-016	Use all reasonable endeavours to reduce the number of open activities (Incident or Requests) to or below the target level agreed by the parties during Implementation. If the number of activities exceeds the agreed target level, then the parties will discuss and agree how best to manage any additional quantity of activities and the timescales and impact for doing so.
BR-017	The Buyer will ensure the incumbent provides relevant HR data, sufficient to inform Supplier's assessment of the application of relevant employee transfer TUPE legislation and associated costs.
BR-018	The Buyer will ensure that all Service Desk related projects (whether in-flight or proposed) do not impact the Services or Implementation and all such projects are reviewed with Supplier as part of Implementation. If it is agreed that an inflight project has a material impact it will be considered via the Change Control Procedure.
BR-019	The Buyer will adhere to its own standards and policies.
BR-021	The Buyer shall review and approve any items that require approval within 5 Working Days during Implementation and 10 Working Days, or otherwise agreed, where reasonable. The Change Control Procedure will be handled separately.
BR-022	The Buyer will manage and issue all business communications relating to Transition and Service onboarding (with appropriate input from the Supplier) during the Implementation
BR-023	Buyer's ITSM team to define and configure Resolver Groups correctly in the ITSM tool to route calls to specific towers (resolver Groups).
BR-024	The Buyer shall share relevant resolution teams and all relevant Other Supplier organisations and contacts that the Supplier is required to work and collaborate with.
BR-025	Buyer will share documentation relevant to collaboration with Other Suppliers - including process, interface, communication/escalation matrix.
BR-026	Buyer will allow access & integration between the Supplier's agile service desk with the Buyer's ITSM system (to the extent it is technically possible to integrate the services).



BR-027	The Buyer will provide a programme management counterpart and the Incumbent Supplier's exit manager to work collaboratively with the Supplier's programme manager and ensure that the Incumbent Supplier provides appropriate support to the Supplier's Service transition.
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#### **ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES**

##### **C1**

1. **RELEVANT CONVICTIONS – NOT USED**

##### **C2**

1. **SECURITY MEASURES – NOT USED**

##### **C3**

1. **COLLABORATION AGREEMENT - NOT USED**

#### **SCHEDULE 11 – COLLABORATION AGREEMENT**

*Not used*

## **ALTERNATIVE CLAUSES**

**SCOTS LAW – Not Used**

**NORTHERN IRELAND LAW – Not Used**

**JOINT CONTROLLER CLAUSES – Not Used**