

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

Order Form

Order Form Reference **C206046**

The Buyer Department of Health and Communities

Buyer Address Barrack Street 20 Cannon Street London EC4M 6XD

The Supplier R. Davidson Ltd 3 Victoria Street London E1H 0DD

Contract Reference Number 0322

Order Number [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the **Order Deliverable for Recruitment Contract for Recruitment Support Services for Non-executive Appointments issued on 5th September 2023.**

It's issued under the Framework Contract with the reference number **RM6290** for the provision of Recruitment Contract for recruitment support services for non-executive appointments

CALL-OFF LOT(S):

Lot 3 Non-executive and other appointments

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Joint Schedule 2 (Variation Form)

Procurement 2019

On the date of the bid to be provided to extend further 12 months of the contract to be provided to the provider

On the date of the bid

See details in **Call-Off Schedule 20 (Call-Off Specification) and Supplier Bid Response**

Minimum Bid

The minimum bid for the contract is fixed at 112 of the core Term

The minimum bid is 1 of the core Term and the maximum bid is 10 of the minimum bid

On the date of the bid

See details in **Call-Off Schedule 20 (Call-Off Specification) and Supplier Bid Response**

Minimum Bid

No

Minimum Method

The minimum bid must be a valid order number or Number to

On the 10 of the core Term or the date of the bid to be provided to the provider before the bid is provided

To avoid delay in the process it is important that the provider confirm that it is a valid order number or Number item number and the date of the bid to be provided to the provider. No minimum bid must be a valid order number or Number item number and the date of the bid to be provided to the provider.

between 00001000 Monday to Friday

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Name [REDACTED]
Role [REDACTED]
Contact Details [REDACTED]
Address [REDACTED]

Name [REDACTED]
Role [REDACTED]
Contact Details [REDACTED]
Address [REDACTED]

RO R M T N R N
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Name [REDACTED]
Role [REDACTED]
Contact Details [REDACTED]
Address [REDACTED]

Joint Schedule 2 (Variation Form)

Procurement 2010

Contract Detention Contract Manager – DHSS Recruitment Contract for Recruitment
Contract Service for Non-Executive Committee

[Insert contract details]

Contractor – Not applicable

Commercially Sensitive Information

See contract record to be commercially sensitive information or details refer to
Joint Schedule 4 Commercially Sensitive Information

Contractor – Not applicable

Not applicable

Contractor – Not applicable

Not applicable

Contractor – Not applicable

Not applicable

Contractor – Not applicable

The Contractor provides the Deliverable and performance objectives
under the Contract that it complies with the Contract Commitment in
Call-Off Schedule 20 (Call-Off Specification) and Supplier Bid Response

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature		Signature	
Name		Name	
Role		Role	
Date	10th November 2023	Date	Type text here 13th Nov 2023

Contractor – Not applicable

Contract Version 1.0

Model Version 3.0

Joint Schedule 1 (Definitions)

- 1.1 Each contract shall be the subject of the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.2 The contract shall not have any interpretation in the schedule or any other schedule in which the contract shall be interpreted in accordance with the common interpretation of the relevant market for the contract. Other matters shall be interpreted in accordance with the data of the market.
- 1.3 Each contract shall be the subject of the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.1 the contract shall be the subject of the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.2 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.3 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.4 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.5 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.6 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.7 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.8 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.9 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.
- 1.3.10 reference to a contract shall be the other party's obligation to provide the other party with the means to set out in the contract schedule 1. Definitions or the relevant schedule in which that contract shall be provided.

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(b) [REDACTED] or [REDACTED] author[s] or other [REDACTED] bod[REDACTED]
[REDACTED] be re[d o]f [REDACTED] if D[REDACTED] referre[s] to the [REDACTED]
[REDACTED] author[s] or bod[REDACTED] to wh[REDACTED] it [REDACTED] were
transferre[d]

1. Each of the other three orders have the same

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Joint Schedule 2 (Variation Form)

Proforma Contract 2019

"Call-Off Contract"	the contract between the Buyer and the Supplier entered into pursuant to the provisions of the Framework Contract which constitutes the term set out and referred to in the Order Form
"Call-Off Contract Period"	the contract period in respect of the Framework Contract
"Call-Off Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Order Form
"Call-Off Incorporated Terms"	the contract term applicable to the Framework Contract as set out in the relevant heading in the Order Form
"Call-Off Initial Period"	the initial period of the Framework Contract as set out in the Order Form
"Call-Off Optional Extension Period"	each period or periods beyond which the Framework Contract may be extended as set out in the Order Form
"Call-Off Procedure"	the process or order of Framework Contract pursuant to Article 2. How the contract is to be ordered and the Framework Contract is to be ordered
"Call-Off Special Terms"	any additional term and condition as set out in the Order Form incorporated into the Framework Contract
"Call-Off Start Date"	the date of start of the Framework Contract as stated in the Order Form
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's statement of Requirements and any other competition procedure and set out in the Framework Contract as set out in the Tender
"CCS"	the Member or the Subject Office as represented by the Commercial Service which is the effective person and order to be made of the Subject Office whose office is located at 1th Floor The British Old House Street, Dover, Kent, CT16 3 333
"CCS Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Framework Contract as set out in the Framework Contract as set out in the Order Form

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"Dispute"	any claim or dispute whether contractual or non-contractual arising out of or in connection with the contract or in connection with the execution or enforcement of the contract or the termination of the contract whether the alleged breach has occurred under the contract or under the law or some other contract and recorded or whether a court or arbitral panel may be brought in the court
"Dispute Resolution Procedure"	the dispute resolution procedure set out in clause 30 Revised document
"Documentation"	documentation of the service and service development information for management information management process development and procedure system environment documentation and all other documents whether in hard copy or electronic form required to be provided by the Employer to the Buyer under the contract and records be required by a competent third party to be of good and true and correct copy to the Buyer to develop or build or develop or build or test the individual item that provide the Deliverable and required by the Employer in order to provide the Deliverable and or have been or have been created for the purpose of providing the Deliverable
"DOTAS"	the DOTAS of the Avoidance Scheme rules which require a promoter of DOTAS scheme to tell HMRC of any intended contribution arrangement or transaction and to provide prescribed information of those arrangements or transactions within set time limits contained in Part 1 of the Finance Act 2000 and in recorded information made under view contained in Part 1 of the Finance Act 2000 and extended to Notification of Contribution
"DPA 2018"	the Data Protection Act 2018
"Due Diligence Information"	any information provided to the Employer by or on behalf of the authority prior to the start Date
"Effective Date"	the date on which the contract has entered the contract
"EIR"	the Environment Information Regulations 2004
"Electronic Invoice"	any invoice which has been issued transmitted and received in a structured electronic format which may or may not be an electronic invoice and which complies with the agreed standard and is

<p>"Estimated Yearly Charges"</p>	<p>means for the purposes of calculating each Party's annual liability under Article 11.2</p> <p>in the first contract year the estimated per 1 share or</p> <p>in the subsequent contract year the share sold or</p> <p>may be in the revolving promissory contract year or</p> <p>after the end of the revolving contract the share sold or</p> <p>may be in the first contract year during the revolving contract period</p>
<p>"Exempt Buyer"</p>	<p>is a buyer for which that</p> <p>a) enable to use the promissory contract</p> <p>b) enter into to permit promissory contract that is not able to</p> <p>be</p> <p>i) the Re</p> <p>ii) the promissory contract Re to 201 and 2012-3</p>

Joint Schedule 2 (Variation Form)

Procurement 2011

	<p>iii) the title of the Contract Referred to 2011 and 2012</p> <p>iv) the Date and Description of the Contract Referred to 2011 and 2012</p> <p>v) the Remedial Directive 200</p> <p>vi) Directive 2012/23 of the European Parliament and Council</p> <p>vii) Directive 2012/23 of the European Parliament and Council</p> <p>viii) Directive 2012/23 of the European Parliament and Council or Directive 2001 of the European Parliament and Council</p>
"Exempt Call-off Contract"	the contract between the Client Buyer and the Supplier or Deliverable which consists of the terms set out and referred to in the Order Form or Contract and here referred to as the Order Form or Contract
"Exempt Procurement Amendments"	any amendment or addition to any of the terms of the Contract made through the Client Buyer's contract to reflect the need of the Client Buyer to the effect permitted by and in accordance with the relevant amendments to that Client Buyer

"Existing IPR"	any and all IPR that are owned by or referred to either party and which are or have been developed independently of the contract whether prior to the Start Date or otherwise
"Exit Day"	shall have the meaning in the European Union in the year 2011
"Expiry Date"	the Contract End Date or the End of the Contract Date in the context date
"Extension Period"	the Contract Extension Period or the End of the Extension Period in the context date
"Financial Reports"	<p>report by the Supplier to the Buyer that</p> <p>provide a true and fair view of the cost and financial position of the Supplier</p> <p>provide a true and fair view of the cost and expenses to be incurred by the Supplier for the period referred to by the Buyer</p> <p>in the same format as the Microsoft Excel or Microsoft Word format and format as the business template which have been used by the Buyer to the Supplier on or before the Start Date or the end of the contract</p> <p>certified by the Supplier's Chief Financial Officer or Director of Finance</p>

"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any subordinate or Code of Practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Force Majeure Event"	<p>any event outside the reasonable control of either party preventing it performance of its obligations under the contract arising from any event or circumstances wholly beyond or both wholly beyond its reasonable control which are not attributable to any negligence or failure to take reasonable preventive action by that party</p> <p>riot, insurrection or armed conflict</p> <p>terrorism</p> <p>any Government or Government or regulatory body</p> <p>any food or other material or other contraband</p> <p>but excluding any administrative reference to the power of the power of the or any other power in the power or the contract or any other</p>
"Force Majeure Notice"	<p>any notice served by the affected party on the other party stating that the affected party believes that there is Force Majeure event</p>
"Framework Award Form"	the document containing the Framework Incorporated Terms and any information required for the Framework contract to be executed by the power and
"Framework Contract"	the Framework agreement established between any and the power in accordance with Regulation 33 by the Framework award form or the provision of the Deliverable to Buyer by the power pursuant to the notice published on the and Tender service
"Framework Contract Period"	the period from the Framework start Date until the end Date of the Framework contract
"Framework Expiry Date"	the scheduled date of the end of the Framework contract as stated in the Framework award form
"Framework Incorporated Terms"	the contract term applicable to the Framework contract included in the Framework award form
"Framework Optional Extension Period"	any period or periods beyond which the Framework contract period may be extended as specified in the Framework award form

"Framework Price(s)"	the price to be paid to the provider of the Deliverable set out in the Framework Schedule 3 Framework Price
"Framework Special Terms"	any additional terms and conditions set out in the Framework Order Form incorporated into the Framework Contract
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Order Form
"Framework Tender Response"	the tender submitted by the provider to the and referred to in the Framework Schedule 2 Framework Tender
"Further Competition Procedure"	the further competition procedure described in the Framework Schedule 3 Framework Order Form
"UK GDPR"	the revised UK version of the General Data Protection Regulation Regulation 2018
"General Anti-Abuse Rule"	the provision in Part 2 of the Finance Act 2013 and the further provision introduced to prevent to counteract Tax avoidance arising from abusive arrangements to avoid National Insurance Contributions
"General Change in Law"	any change in law where the change may be material to the performance of the Contract or date of completion of the Contract or which affects or relates to a commercial contract
"Gold Contract"	Framework Contract referred to in the Framework Schedule 3 Framework Order Form
"Goods"	goods made available by the provider as set out in the Framework Schedule 1 Framework Order Form in relation to a Framework Contract as set out in the Order Form
"Good Industry Practice"	standard practice method and procedure conforming to the and the extent of the degree of standard practice and the extent to which good reputation and order may be expected from a well established and established person or body engaged in the relevant industry or business sector
"Government"	the Government of the United Kingdom including the Northern Ireland Assembly and Executive Committee the Scottish Government and the Northern Ireland Assembly or a relevant government minister and government department and other bodies or organisations or persons from time to time arranged out of the scope of the contract

"Government Data"	the data that is derived from information or combined together with data that is made available on the website are embodied in the electronic format or to be made available on the Authority's Confidential Information, and which: <ul style="list-style-type: none"> are provided to the provider for or on behalf of the authority or the provider is required to deliver to the provider or transmit to the provider
"Guarantor"	the person who has entered into a guarantee in the form set out in the schedule of the guarantee relating to the contract
"HM Government"	Her Majesty's Government
"Halifax Abuse Principle"	the principle embodied in the 2002 Halifax and other
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the British Council in respect of information and communication technology referred to in the Order form which is in force at the start date of the contract which has been provided to the provider and added from time to time in accordance with the Variation procedure
"Impact Assessment"	<p>an assessment of the impact of the Variation on the relevant authority completed in good faith</p> <p>an assessment of the impact of the proposed Variation on the Deliverable and the provider's ability to meet its other obligations under the contract</p> <p>an assessment of the cost of implementation of the proposed Variation</p> <p>an assessment of the overall cost referred by the proposed Variation to the implementation of the project or the increase or decrease in the revenue or expenditure of the provider or the cost of the revenue and/or expenditure referred by either party and the variation to the project or the cost of the project</p> <p>data that is or the information to be provided to the provider or the terms of the Variation</p> <p>each other information of the relevant authority may reasonably be expected to be or to be related to the Variation referred</p>
"Implementation Plan"	the plan for provision of the Deliverable set out in the Order schedule 13 implementation plan and Terms here that schedule is used or other the agreed between the provider and the Buyer
"Indemnifier"	any party from whom an indemnity is sought under the contract

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"Milestone"	an event or task described in the milestone to be
"Milestone Date"	the target date set out against the relevant Milestone in the milestone to be achieved by which the Milestone must be achieved
"Month"	any period of months and "Monthly" shall be interpreted accordingly
"National Insurance"	contributions required by the employer's contribution and Benefit of 1002 and made in accordance with the employer's contribution Regulations 2001 and 2001 100
"New IPR"	<p>IPR in items created by the employer or by third party or behaviour of the employer, employee or the contractor or subcontractor and derivative development of these items and not limited to data base information</p> <p>but IPR in or arising as a result of the performance of the Supplier's obligations under a contract and derivative development to the time</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where</p> <p>any Tax return of the employer submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect or after 1 April 2013 to be incorrect or re-examination</p> <p>if a Relevant Tax Authority determines that the employer under the relevant applicable Rule or the HMRC above or under any Treaty or agreement in any arrangement that have an effect to evade or impair the tax liability of the employer under the applicable Rule or the HMRC above or under</p> <p>if the more or less avoidance scheme which the employer has involved which should have been notified to a Relevant Tax Authority under the DOT or any evasion or impairment scheme in any arrangement</p> <p>but any Tax return of the employer submitted to a Relevant Tax Authority on or after 1 October 2012 which overstates or after 1 April 2013 to a fraudulent or any arrangement or Tax related offence which is not detected at the start Date or to a fraudulent or fraud or evasion</p>
"Open Book Data "	<p>complete and accurate information to which the contractor is to enable the Buyer to verify the charges recorded and or payable and charges are to be added from the remainder of the contract and determined and information relating to</p> <p>the Supplier's Costs broken down against each Good and/or service and/or Deliverable and or identifiable direct</p>

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"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) direct or indirect costs incurred in connection with the procurement, research and development and marketing costs and any time or fee but excluded costs which are direct costs allocated to the project and administration in the provision of services to the contractor in the context of the definition of "costs"
"Parliament"	the House of Commons as interpreted by law
"Party"	in the context of the Framework Contract or the order or the contract in the context of the Order or the contract the "Parties" shall mean both of them where the context permits
"Performance Indicators" or "PIs"	the performance measurement and target in respect of the Supplier's performance of the Framework Contract set out in the Framework Schedule or Framework Measurement
"Personal Data"	has the meaning given to it in the UK GDPR
"Personal Data Breach"	has the meaning given to it in the UK GDPR
"Personnel"	individuals who are employed or engaged or subcontracted or otherwise engaged in the performance of the obligations under a contract
"Prescribed Person"	the prescribed person or any other body which the bidder may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/562422/whistleblowing-prescribed-people-and-bodies-24-nov-2016.pdf
"Processing"	has the meaning given to it in the UK GDPR
"Processor"	has the meaning given to it in the UK GDPR
"Progress Meeting"	a meeting between the Bidder's authorised Representative and the Employer's authorised Representative
"Progress Meeting Frequency"	the frequency at which the Employer shall conduct a Progress Meeting in accordance with clause 1 as set out in the Order Form
"Progress Report"	a report provided by the Employer indicating the time taken to achieve Milestones or deliverables
"Progress Report Frequency"	the frequency at which the Employer shall deliver Progress Reports in accordance with clause 1 as set out in the Order Form

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<p>"Rectification Plan"</p>	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in joint schedule 10 Rectification which shall include</p> <p>an identification of the Defect that has occurred and its root cause</p> <p>how the anticipated effect of the Defect will</p> <p>the date when the Supplier proposes to take to rectify the Defect in compliance and to prevent such Defect from reoccurring and its time frame or such date and for the rectification of the Defect where applicable</p>
<p>"Rectification Plan Process"</p>	<p>the process set out in clause 10.31 to 10.34 Rectification process</p>
<p>"Regulations"</p>	<p>the applicable Contract Regulations 2010 and/or the applicable Contract and/or Regulations 2010 and the context reference</p>
<p>"Reimbursable Expenses"</p>	<p>the reimbursable out of pocket travel and subsistence or accommodation food and beverage and other incurred in the performance of the service provided at the rate and in accordance with the Budget schedule and correct from time to time but not exceeding</p> <p>travel expenses incurred as a result of the Supplier's travel to and from the performance of or to and from the premises at which the service are provided to be performed and the Budget other the agreed in advance in writing</p> <p>business expenses incurred by the Supplier in performing the service at the performance of or to and from the premises at which the service are provided to be performed</p>
<p>"Relevant Authority"</p>	<p>the authority which in part to the contract to which a right or obligation is owed the context reference</p>
<p>"Relevant Authority's Confidential Information"</p>	<p>information that is covered that relate to the business development or other right trade secret or other. How and the Relevant Authority and the Relevant Authority and the Relevant Authority</p> <p>business other information is or is not be considered whether or not it is marked "confidential" or which ought reasonably be considered confidential which come or have come to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a contract</p> <p>information derived from any of the above</p>

"Relevant Requirements"	the relevant requirements to be met by the Supplier in order to comply with the relevant requirements of the Contract 2010 and any other requirements specified in the Contract 2010
"Relevant Tax Authority"	HMR or other relevant authority in the jurisdiction in which the Supplier is established
"Reminder Notice"	a notice sent in accordance with clause 10 of the Contract to the Supplier providing information that payment has not been received on time
"Replacement Deliverables"	any deliverables which are substituted in order to comply with the Deliverables and which the Supplier receives in substitution for any of the Deliverables prior to the Completion Date whether those goods are provided by the Supplier or by a third party
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transfer of the contract is made prior to the Transfer Date for any subcontractor of the Supplier
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer provides Replacement Deliverables for the Supplier to provide the Buyer
"Request For Information"	a request for information or an indirect request relating to a contract or the provision of the Deliverables or an indirect request for such information under the CO or the RO
"Required Insurances"	the insurances required by contract schedule 3 of the Replacement or any additional insurances specified in the Order form
"RTI"	Real Time Information
"Satisfaction Certificate"	the certificate in terms of the form of the document contained in the Contract or attached to the 13th Amendment to the Contract or agreed by the parties where the 13th Amendment is not used in the contract provided by the Buyer when the Supplier has met any of the requirements of the Order schedule 3 of the Contract or the Terms
"Security Management Plan"	the Supplier's security management plan required pursuant to the Contract or attached to the contract documents
"Security Policy"	the Supplier's security policy referred to in the Order form or in the Contract or attached to the Contract or attached to the Supplier's policy updated from time to time and notified to the Supplier

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"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Prime or Second Form or later deemed to be the OMO contract
"Supplier's Confidential Information"	<p>any information however it is covered that relates to the business development of the Supplier named in the Supplier's R trade secret or confidential information of the Supplier</p> <p>but other information is not deemed to be confidential whether or not it is marked as "confidential" or which ought reasonably to be considered to be confidential which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a contract</p> <p>information derived from confidential information above</p>
"Supplier's Contract Manager"	the person named in the Order Form appointed by the Supplier to oversee the operation of the OMO contract and any other person whom the Supplier intends to appoint to the role provided that the Supplier informs the Buyer prior to the appointment
"Supplier Equipment"	the Supplier's hardware computer and telecom devices equipment materials and any other items owned and used by the Supplier but not hired leased or borrowed from the Buyer or the performance of obligations under the OMO contract
"Supplier Marketing Contact"	shall be the person named in the Prime or Second Form
"Supplier Non-Performance"	<p>where the Supplier has failed to</p> <p>have a Meeting by the Meeting Date</p> <p>provide the goods and/or services in accordance with the service level standard</p> <p>comply with obligations under a contract</p>
"Supplier Profit"	relates to a period the difference between the total hours of commitment in a term but excludes any Deductions and total cost in a commitment term reflects on OMO contract for the relevant period
"Supplier Profit Margin"	relates to a period or a Meeting in the context of the Supplier's profit for the relevant period or relates to the relevant Meeting divided by the total hours over the same period or relates to the relevant Meeting and expressed as a percentage

Joint Schedule 2 (Variation Form)

Procurement 2010

"Supplier Staff"	the director or other employee or agent or subcontractor of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	direct information in writing to enable the Buyer to recover the cost of the Supplier's performance and other costs from the Buyer under the Contract or to be determined in the information or other documents
"Tax"	<p>a. information whether direct or indirect</p> <p>b. contribution to the cost of the Supplier or other person or organization</p> <p>c. the Supplier's coverment of the cost of the Supplier or other person or organization</p> <p>d. the Supplier's interest in the cost of the Supplier or other person or organization</p> <p>e. the Supplier's interest in the cost of the Supplier or other person or organization</p>
"Termination Notice"	the notice of termination given by one party to the other party in writing or by electronic means or by any other means of communication
"Test Issue"	any variance or nonconformity of the Deliverable from the requirements set out in the Contract
"Test Plan"	<p>a. the plan</p> <p>b. the Test of the Deliverable</p> <p>c. the Test of other agreed criteria related to the achievement of the Milestones</p>
"Tests "	the test required to be carried out pursuant to the Contract or to be carried out in the Test plan or elsewhere in the Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	intellectual property rights owned by a third party which may or may not be owned by the Supplier or the provider of the Deliverable
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's subcontractor to whom the Management Responsibility is transferred on the Service Transfer Date

Joint Schedule 2 (Variation Form)

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"Work Day"	Each or Hour whether or not each hour is worked collective and whether or not the are worked on the same day and
"Work Hours"	the hour set by the employer at the order of the provision of the Deverbe and time set travel other than to and from the employer or to and from the site but excluding such breaks

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with clause 2 of the contract.

Contract Details		
The variation is between	[delete the name of the Buyer] "CCS" "the Buyer" and [insert the name of the Supplier] "the Supplier"	
Contract name	[insert the name of the contract to be changed ("the Contract")]	
Contract reference number	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by	[delete the name of the Buyer or Supplier]	
Variation number	[insert variation number]	
Date variation initiated	[insert date]	
Proposed variation		
Reason for the variation	[insert reason]	
Is the variation a change to the contract or a new contract?	[insert number]	
Impact of Variation		
What is the impact of the proposed variation?	[Supplier to insert the impact of the variation]	
Outcome of Variation		
Contract variation	This contract detailed above varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert or delete the name of the contract to be varied and the changed name] 	
Financial variation	Original contract Value	[insert amount]
	Additional cost due to variation	[insert amount]
	Net contract value	[insert amount]

- The Variation must be agreed and signed by both parties to the contract and shall be effective from the date it is signed by [delete the name of the Buyer]
- Orders and correspondence with the Variation shall have the mechanism given to them in the contract
- The contract shall remain in effect and shall be amended by the Variation

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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall ensure that each of the Insurances required by the Contract shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract. The Supplier shall ensure that each of the Insurances is effective on the start date of the Contract and shall remain in place throughout the term of the Contract.
 - 1.1.1 the start date of the Contract shall be the date of the start of the Contract and shall be the date of the start of the Contract
 - 1.1.2 the end date of the Contract shall be the date of the end of the Contract
- 1.2 The Supplier shall ensure that the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract.
 - 1.2.1 the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract
 - 1.2.2 the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract
 - 1.2.3 the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract
 - 1.2.4 the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract
- 1.3 The Supplier shall ensure that the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract.

2. How to manage the insurance

- 2.1 The Supplier shall ensure that the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract.
 - 2.1.1 the Insurances shall be in place at the time of the start of the Contract and shall remain in place throughout the term of the Contract

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

Call-Off Ref:

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ANNEX: REQUIRED INSURANCES

1. The Employer shall hold the following minimum cover from the Commencement Date in accordance with the schedule:
 - 1.1 Professional indemnity insurance with cover for a single event or a series of related events and in the aggregate not less than five million pounds
£1,000,000
 - 1.2 Public liability insurance with cover for a single event or a series of related events and in the aggregate not less than five million pounds
£1,000,000
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate not less than five million pounds
£1,000,000]

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Model Version: v3.1

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

Call-Off Ref:

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Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this schedule the parties have sought to define the manner in which information that is deemed commercially sensitive and the disclosure of which could be the subject of a claim under the OIA and the RIA.
- 1.2 Where possible the parties have sought to define the relevant information in relation to the sector of information to which this schedule applies in the table below and in the Order form which shall be deemed incorporated into the table below.
- 1.3 That in relation to the Relevant Authority obligation to disclose information in accordance with OIA or RIA section 1 of the Code of Practice the Relevant Authority shall be deemed to be directly or indirectly responsible to ensure the relevant information set out in the OIA to the relevant information.

PLEASE REFER TO THE FOLLOWING EMBEDDED PDF: PLEASE DOUBLE CLICK

Appendix B – Confidential/Commercially Sensitive Information

Appendix B – Confidential/Commercially Sensitive Information

General
The Contractor considers that the type of information listed in Table 1 below is Confidential Information and the type of information listed in Table 2 is Commercially Sensitive Information.

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Model Version: v3.1

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

Call-Off Ref:

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4. Income Security

4.1 The Employer shall

- 4.1.1 ensure that that any fees and benefits paid or provided for or any fee meet a minimum standard in the contract document
- 4.1.2 ensure that any other terms are provided with written and orderable information about the employment conditions in respect of any fee before the fee is paid and about the contract or other fees or the period covered each time that they are paid
- 4.1.3 not make deductions from fees
 - (a) as a deduction measure
 - (b) except where permitted by law or
 - (c) that are required to be made on the order covered
- 4.1.4 record and maintain measures taken against any other terms
- 4.1.5 ensure that any other terms are covered under a recorded employment relationship established through a contract and practice

5. Working Hours

5.1 The Employer shall

- 5.1.1 ensure that the working hours of any other terms with a contract are agreed with the collective agreement
- 5.1.2 that the working hours of any other terms and overtime shall be defined by contract and shall not exceed any hours or fees or the individual agreed in writing
- 5.1.3 ensure that any overtime paid is based on the following
 - (a) the effect
 - (b) the agreement
 - (c) hours worked

but any other terms shall be the Employer's terms of service

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Model Version: v3.1

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule the words shall have the meanings and the interpretation set out in Schedule 1 (Definitions).

“Processor Personnel” shall refer to any employee, agent, subcontractor and partner of the Processor and/or of any subcontractor engaged in the performance of its obligations under a contract.

Status of the Controller

2. The Parties acknowledge that for the purpose of the Data Protection Legislation the nature of the activity carried out by each of them is related to their respective obligations under a contract dated the date on each party under the DPA 2018 terms and conditions.

(a) “Controller” in respect of the other Party who is “Processor”;

(b) “Processor” in respect of the other Party who is “Controller”;

(c) “Joint Controller” with the other Party;

(d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain personal data under a contract and shall be subject to clause 1 (Processing Personal Data) which shall be the basis of each party's obligations.

Where one Party is Controller and the other Party its Processor

3. It is hereby agreed that the Processor shall be authorised to do as set out in clause 1 (Processing Personal Data) by the Controller.

(a) The Processor shall not allow the Controller to consider that any of the Controller's instructions infringe the Data Protection Legislation.

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

Call-Off Ref:

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- The Processor shall provide appropriate assistance to the Controller in the execution of Data Protection impact assessment prior to commencing any processing which involves more than the disclosure of the Controller's identity
- □□ itemised description of the envisaged processing and the purpose of the processing
- □□ assessment of the necessity and proportionality of the processing in relation to the Deliverable
- □□ assessment of the rights to the right and freedom of Data Subject and
- the measures envisaged to address the risks identified, record and review measures and mechanisms to ensure the protection of personal Data
- The Processor shall relate to any personal Data processed in connection with its obligations under the Contract
- Process that personal Data only in accordance with clause 1 (*Processing Personal Data*) unless the Processor is required to do otherwise by law or if it is required the Processor shall notify the Controller before processing the personal Data unless prohibited by law
- ensure that it has in place protective Measures designed in the case of the Controller the measures set out in clause 1.3 of the Core Terms, which the Controller may reasonably reject but more to reject shall not amount to disapproval by the Controller of the adequacy of the protective Measures having taken account of the
 - nature of the data to be protected
 - harm that might result from a personal Data Breach
 - state of technological development
 - cost of implementation and measures
- ensure that □
 - the Processor shall not process personal Data except in accordance with the Contract and in particular clause 1 (*Processing Personal Data*)
 - it shall provide details to ensure the robustness and integrity of any Processor or sub-processor who have access to the personal Data and ensure that the

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Model Version: v3.1

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

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- 1.1 are aware of and comply with the Processor's duties under the contract scheduled 11 *Data protection* 1.1 *What you must keep confidential* and 1.1 *When you can share information* of the Core Terms
- 1.2 are subject to processor's confidentiality obligations with the controller or subcontractor
- 1.3 are informed of the confidentiality of the personal Data and do not publish, disclose or divulge any of the personal Data to any third party or directed or instructed to do so by the controller or any other person permitted by the controller and
- 1.4 have orderable delete from the data processing and handling of personal Data
- 2.1 Not transfer personal Data outside of the EU unless the prior written consent of the controller has been obtained and the following conditions are met:
- 2.1.1 the controller or the processor has provided appropriate safeguards in relation to the transfer whether in accordance with the GDPR Article 44 or Article 45 or determined by the controller
- 2.1.2 the Data subject has enforceable rights and effective remedy
- 2.1.3 the processor complies with its obligations under the Data Protection Agreement to be provided as delete every personal Data that is transferred or not to be bound by the best endeavour to assist the controller in meeting its obligations
- 2.1.4 the processor complies with its reasonable instructions related to its advice by the controller with respect to the processing of the personal Data
- 2.2 At the written direction of the controller delete or return personal Data and any copies of it to the controller on termination of the contract unless the processor is required by law to retain the personal Data
- 3.1 are subject to research of the contract scheduled 11 the processor shall not the controller immediately in relation to its processing of personal Data under or in connection with the contract it

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

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- receiving Data subject access Request or reported Data subject access Request
 - receiving request to rectify, block or erase personal Data
 - receiving any other request, commitment or commitment to return to either party obligations under the Data Protection Regulations
 - receiving any commitment from the Information Commissioner or any other regulator, authority or person with personal Data processed under the contract
 - receiving request from third party or data controller where compliance with such request is required or reported to be required by law or
 - become aware of personal Data Breach
- The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller as determined to be necessary
- It shall be the duty of the Processor to provide the Controller with information relating to either party obligations under Data Protection Regulations and any commitment, commitment or request made under paragraph 7 of this Schedule 11 and to comply with the timeously received by the Controller and to be immediately provided
- the Controller with information and copies of the commitment, commitment or request
 - such information as is reasonably required by the Controller to enable it to comply with Data subject access Request with the relevant timeously set out in the Data Protection Regulations
 - the Controller to request with personal Data it holds relating to Data subject
 - information as required by the Controller to deal with personal Data Breach and/or
 - information as required by the Controller with request to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office

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

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- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this contract schedule 11. The requirement does not apply where the Processor employs fewer than 20 full-time employees
- a the Controller determine that the Processor is not obliged to
- b the Controller determine the Processor should be exempted or excluded from referred to in article 10 of the GDPR or derogated referred to in article 10 of the GDPR or
- c the Controller determine that the Processor is able to refer to the right of freedom of Data subject
- 11 The Processor shall report or audit on its Data processing activity to the Controller or the Controller's designated auditor.
- 12 The article shall designate a Data Protection Officer required by the Data Protection Regulation
- 13 Before appointing a sub-processor to process any derogated Data referred to the contract the Processor must
- a not the Controller in writing of the intended sub-processor and processing
- b obtain the written consent of the Controller
- c enter into a written agreement with the sub-processor which give effect to the terms set out in this contract schedule 11 such that they apply to the sub-processor
- d provide the Controller with such information regarding the sub-processor as the Controller may reasonably require
- 14 The Processor shall remain liable for any data or information processed on its behalf
- 15 The Relevant Authority must at any time or not less than thirty (30) or more Days' notice, revise this Joint Schedule 11 by replacing it with any applicable Controller to Processor standard clause or similar term form part of any applicable certification scheme which shall be incorporated by attachment to the contract
- 16 The article shall agree to take effect on any date agreed by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30)

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

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Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

100 In the event that the parties are joint controllers in respect of personal data under the contract, the parties shall implement arrangements that are necessary to comply with the GDPR article 20 based on the terms set out in clause 2 to this joint schedule 11.

Independent Controllers of Personal Data

100 In the event that personal data is provided by one party to another party or which each party acts as a 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 respective processing of personal data as a controller.

100 Each party shall ensure the personal data is compliant with its obligations under the data protection legislation and not do anything to cause the other party to be in breach of it.

200 Where a party has provided personal data to the other party in accordance with paragraph 1 of this joint schedule 11 above, the recipient of the personal data shall provide sufficient relevant documents and information relating to its data protection compliance and procedures to the other party upon request.

210 The parties shall be responsible for their own compliance with article 13 and 100 of the GDPR in respect of the processing of personal data or the disclosure of the contract.

220 The parties shall jointly provide personal data to each other

to the extent necessary to perform their respective obligations under the contract.

230 In compliance with the data protection legislation, and may be necessary to meet the requirements of article 13 and 100 of the GDPR.

240 Where this is recorded in clause 1 (*Processing Personal Data*).

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Model Version: v3.1

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or with the other part to make the required contribution to the Commissioner's Office and affected Data Subjects in accordance with the Data Protection Agreement and the time and effort there involved

d. Not do anything which may diminish the rights of the other party or that party's right to have with the relevant Data a better or more valuable record before

2. ☐ **Derivative** provided b~~o~~o~~e~~ ☐ r~~t~~o the other ☐ r~~t~~m~~o~~be ☐ e~~l~~e~~m~~e~~n~~t~~s~~ to e~~l~~e~~m~~e~~n~~t~~s~~ the r~~o~~l~~e~~ ☐ d~~e~~ ☐ o~~b~~j~~e~~c~~t~~ ☐ o~~r~~der the ☐ o~~n~~t~~r~~a~~n~~t ☐ ☐ e~~m~~e~~n~~t~~s~~ ☐ ☐ e~~m~~e~~n~~t~~s~~ 1
(Processing Personal Data).

2. ☐ **Personal Data** shall not be retained or processed or other than necessary to perform each Party's respective obligations under the Contract which is outlined in ☐ **Annex 1 (Processing Personal Data)**

[illegible]

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

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Annex 1 - Processing Personal Data

This annex shall be completed by the controller who must complete the view of the processor or whoever the controller refers to the context of this annex shall be with the Relevant Authority if it is to be a direct one

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
Lee Cramp (Data Protection Officer)
- 1.2 The contact details of the Supplier's Data Protection Officer are:
david.peters@odgersberndtson.com
- 1.3 The processor shall inform the controller in writing with respect to the processor by the controller
- 1.4 The controller shall be informed of the controller

Description	Details
Details of the controller or processor or Data Protection Officer	
Details of the processor	From the controller's Order Management System (OMS) under RM200
Nature and scope of the processor	Monitor the operation of the processor or agreement of the controller and other related activities The information may be shared with the controller to enable compliance with the controller to be undertaken. The information may be shared with the controller to be undertaken.

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

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

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1.3 Notwithstanding the terms of clause 1.2, the parties acknowledge that a Data Subject has the right to exercise their rights under the Data Protection Legislation in respect of the relevant parts of a contract.

2. Undertakings of both Parties

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

report to the other party every month on

the volume of Data Subject Request or Reported Data Subject Request from Data Subject or third parties on their behalf

the volume of request from Data Subject or third parties on their behalf to rectify, block or erase any personal Data

any other request, commitment or communication from Data Subject or third parties on their behalf relating to the other Party's obligations under applicable Data Protection Legislation;

iv) any communication from the Information Commissioner or any other regulator, authority or committee with respect to Data

v) any request from any third party or data processor or Data where compliance with such request is required or reported to be required by law

that they received in relation to the subject matter of the contract during that period

b) Notwithstanding, each other immediately if it receives any request, commitment or communication made or referred to in clause 2.1 to iv)

provide the other party with information and assistance in relation to any request, commitment or communication made or referred to in clause 2.1 to v) to enable the other party to comply with the relevant time limits set out in the Data Protection Legislation

d) Not disclose or transfer the personal Data to any third party unless necessary for the provision of the Deliverable and/or any disclosure or transfer of

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Personal Data to any third party where such disclosure or transfer is authorised under the Contract or is required by any enforceable court has been obtained from the Data Subject prior to disclosure or transfer of the Personal Data to the third party or the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this clause

to request from the Data Subject only the minimum information necessary to provide the Deliverable and treat such extracted information as confidential information

to ensure that it takes all reasonable and appropriate protective measures to guard against unauthorised or unlawful processing of the Personal Data and/or identification, destruction or damage to the Personal Data and unauthorised or unlawful disclosure or access to the Personal Data

to take reasonable steps to ensure the receipt and return of any of its Personal Data who have access to the Personal Data and ensure that its Personal Data

are more closely controlled with the data controller than the 2 point controller agreement and those in receipt of confidential information

are informed of the confidentiality of the Personal Data and are subject to appropriate obligations of confidentiality and do not subvert or divulge any of the Personal Data to any third party where the third party could not be permitted to do so

have adequate adequate training in the appropriate protection and handling of Personal Data as required by the applicable Data Protection legislation

to ensure that it has all appropriate protective measures in place to protect against a Personal Data Breach having taken account of the

nature of the data to be protected

harm that might result from a Personal Data Breach

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11.1 The other party shall develop and

11.2 The other party shall measure and

11.3 ensure that the other party shall either develop or other means to the effect required by Data Protection Legislation to provide or correct or delete the relevant Data subject with the relevant Data relating to that Data subject that it holds

11.4 ensure that it notifies the other party as soon as it becomes aware of a Personal Data Breach

2.2 Each party shall endeavour to reimburse the other party to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this clause in such a way as to cause the other party to breach any of its obligations under applicable Data Protection Legislation to the extent it is required or ought reasonably to have been aware that the same would be a breach of such obligations

3 Data Protection Breach

3.1 It shall remain the duty of each party to notify the other party from time to time of any breach of the Data Protection Legislation or any other law relating to a Personal Data Breach provided the other party and its advisors shall

11.5 Subject to the time limits which apply to the other party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation

11.6 It shall be the duty of each party to

11.7 Co-operate with the other party and the information commissioner investigating the Personal Data Breach and to take all reasonable steps to recover the compromised Personal Data and comply with the applicable order

11.8 Co-operate with the other party and its advisors in any reasonable steps or are directed by the other party to assist in the investigation, mitigation and remediation of a Personal Data Breach

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b) the Relevant Authority or a third party and for that order the Relevant Authority's direction, access to premises at which the Personal Data is processed or at which it may be to meet any relevant records and the records maintained under Article 30 of the GDPR by the Supplier to the relevant to the contract and records removed under the contract and third party provided by the Supplier to assist in the provision of the Deliverables

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

Impact Assessments

1) The parties shall

provide reasonable assistance to each other to ensure data protection impact assessment may be required and provision of detailed information and assistance in relation to processing operations and measures

b) maintain complete records of processing carried out in respect of the Personal Data in connection with the contract and record the terms of Article 30 of the GDPR

ICO Guidance

The parties agree to take prompt action and where needed by the Information Commissioner and/or any relevant Data Protection Oversight Body The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Data Protection Oversight Body

Liabilities for Data Protection Breach

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the court that is determined by the mode of the court to be responsible for the Personal Data Breach shall be the one or the one or more from which Personal Data Breach here both parties are the subject of the court ordered between the parties in accordance with the decision of the court

3. The relevant authority shall be responsible for the relevant Personal Data Breach (the "Claim Losses"):

the relevant authority shall be responsible for the relevant Personal Data Breach the relevant authority shall be responsible for the claim costs

the relevant authority shall be responsible for the relevant Personal Data Breach the relevant authority shall be responsible for the claim costs

the relevant authority shall be responsible for the relevant Personal Data Breach the relevant authority shall be responsible for the claim costs

Nothing in either clause 2 or clause 3 shall require the relevant authority and the relevant authority shall be responsible for the relevant Personal Data Breach the relevant authority shall be responsible for the claim costs

Termination

the relevant authority shall be responsible for the relevant Personal Data Breach the relevant authority shall be responsible for the claim costs

Sub-Processing

1. The relevant authority shall be responsible for the relevant Personal Data Breach the relevant authority shall be responsible for the claim costs

the relevant authority shall be responsible for the relevant Personal Data Breach the relevant authority shall be responsible for the claim costs

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Contractor provide evidence of each deadline to the other party here
recoob reeied

- b) ensure that a suitable agreement is in place with the third party as required
under applicable Data Protection Legislation

10 Data Retention

The parties agree to erase Personal Data from any computer or device
and for the media that are to be retained as soon as practicable after it has
ceased to be necessary or them to retain such Personal Data under applicable
Data Protection Legislation and their relevant compliance to the extent and for
the limited period that such information needs to be retained by the party or
third party compliance or other as required by the Contractor
to any further data may be necessary to ensure its compliance with
Data Protection Legislation and its relevant compliance

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

- 1.1 In this schedule the words and phrases have the meanings and
the definitions set out in schedule 1 Definitions

"Contracts Finder"

the Government's publishing portal for
public sector procurement opportunities

"SME"

an enterprise which is the owner or
major controlled medium sized enterprise
defined by the Commission
Recommended to 2003 Cooper

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Model Version: v3.1

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

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- 23 The obligation of the Supplier set out in paragraph 21 shall remain in effect on the contract opportunity arising after the Effective Date.
- 24 Notwithstanding paragraph 21 the Authority may buy goods or services for which the Supplier has provided a quotation but not required to be advertised by the Supplier or contract order.

3. Visibility of Supply Chain Spend

- 31 In addition to any other management information requirements set out in the contract the Supplier agrees and acknowledges that it shall cooperate to provide time, information and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporate the data described in the Supplier's Information Report Template which
- the total contract revenue received directly on the contract
- the total value of subcontracted revenue under the contract
- indirect revenue or Co-Managed Value
- the total value of subcontracted revenue to M and V
- 32 The SME Management Information Report shall be provided by the Supplier in the correct form required by the Supplier's Information Report Template and shall be made available by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supplier's Information Report Template to provide the information detailed in paragraph 31 and acknowledges that the template may be changed from time to time and the data required and/or format by the Relevant Authority may be revised or replaced. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall provide the date from which it must be used.
- 33 The Supplier further agrees and acknowledges that it may not make any commitment to the Supplier's Information Report Template without the prior approval of the Authority.

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Model Version: v3.1

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

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Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

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Model Version: v3.1

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

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Information			
Contract holder			
Contractor			
Technical			
Information management			

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

Note: This schedule is **only applicable** with the conditions stated in the **section 10** of this schedule **‘Amendments to this Schedule in respect of Bronze Contracts’**

1. Definitions

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

“Annual Revenue”

means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as

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	<p>appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
“Appropriate Authority” or “Appropriate Authorities”	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;

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“Control”

the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** shall be interpreted accordingly;

“Corporate Change Event”

means:

- ☐ any change of Control of the Supplier or a Parent Undertaking of the Supplier;
- ☐ any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
- ☐ any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
- ☐ a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
- ☐ an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
- ☐ payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;
- ☐ an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;

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h□ any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group; □□□ the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or □□□ any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Critical National Infrastructure”

means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or

significant impact on the national security, national defence, or the functioning of the UK;

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"Critical Service Contract"	a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;
"CRP Information"	means, together, the: Group Structure Information and Resolution Commentary; and UK Public Sector and CNI Contract Information;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

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"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule;
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;

Part A: BCDR Plan

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1. BCDR Plan

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.2.2 the recovery of the Deliverables in the event of a Disaster
- 1.3 The BCDR Plan shall be divided into four sections:
 - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");
 - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
 - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2. General Principles of the BCDR Plan (Section 1)

- 2.1 Section 1 of the BCDR Plan shall:
 - 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

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- 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 2.1.4 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;
- 2.1.5 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;
- 2.1.6 contain a risk analysis, including:
 - ☐ failure or disruption scenarios and assessments of likely frequency of occurrence;
 - ☒ identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - ☐ identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - ☒ a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 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;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 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;
- 2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency

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Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;

- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
 - 2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
- 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 3. Business Continuity (Section 2)**
- 3.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 3.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

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

3.2 The Business Continuity Plan shall:

- 3.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 3.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 3.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

4. Disaster Recovery (Section 3)

- 1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 4.2.1 loss of access to the Buyer Premises;
 - 4.2.2 loss of utilities to the Buyer Premises;
 - 4.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 4.2.4 loss of a Subcontractor;
 - 4.2.5 emergency notification and escalation process;
 - 4.2.6 contact lists;
 - 4.2.7 staff training and awareness;
 - 4.2.8 BCDR Plan testing;
 - 4.2.9 post implementation review process;

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- 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 4.2.13 testing and management arrangements.

5. Insolvency Continuity Plan (Section 4)

- 1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 2 The Insolvency Continuity Plan shall include the following:
 - 5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
 - 5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
 - 5.2.3 plans to manage and mitigate identified risks;
 - 5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;

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- 5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

6. Review and changing the BCDR Plan

- 1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 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) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 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.

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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.

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

7. Testing the BCDR Plan

- 1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 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

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7.5.3 the Supplier's proposals for remedying any such failures.

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

8. Invoking the BCDR Plan

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

- 2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

8.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

9. Circumstances beyond your control

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

10. Amendments to this Schedule in respect of Bronze Contracts

- 10□1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:
- 10.1.1 Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;
 - 10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;
 - 10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part A;
 - 10.1.4 Paragraph 8.2 of Part A; and

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10.1.5 The entirety of Part B of this Schedule.

10.2 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:

10.2.1 Annual Review;

10.2.2 Appropriate Authority or Appropriate Authorities;

10.2.3 Associates;

10.2.4 Class 1 Transaction;

10.2.5 Control;

10.2.6 Corporate Change Event;

10.2.7 Critical National Infrastructure;

10.2.8 Critical Service Contract;

10.2.9 CRP Information;

10.2.10 Dependent Parent Undertaking;

10.2.11 Group Structure Information and Resolution Commentary;

10.2.12 Parent Undertaking;

10.2.13 Public Sector Dependent Supplier;

10.2.14 Subsidiary Undertaking;

10.2.15 Supplier Group;

10.2.16 UK Public Sector Business; and

10.2.17 UK Public Sector/CNI Contract Information.

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Part B: Corporate Resolution Planning

1. Service Status and Supplier Status

- 1❑ This Contract [insert 'is' or 'is not'] a Critical Service Contract.
- 1❏ The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2. Provision of Corporate Resolution Planning Information

- 2❑ Paragraphs 2 to 4 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2❏ Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
 - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
 - 2.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2❏ The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 is split into two parts:
 - ❑❑ Group Structure Information and Resolution Commentary;
 - ❑❑ UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the->

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outsourcingplaybook and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

- 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;
 - 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - 2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
 - 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by

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the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.

- 2.1 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.
- 2.2 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 2.3 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved

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- of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);
- 2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;
- 2.8.3 within 30 days of the date that:
- ☐ the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or
 - ☒ none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- 2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:
- ☐ updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
 - ☒ unless not required pursuant to Paragraph 2.10.
- 2 ☐ Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.
- 2 ☒ 10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
- 2.10.1 Aa3 or better from Moody's;
 - 2.10.2 AA- or better from Standard and Poors;
 - 2.10.3 AA- or better from Fitch;
- the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the

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consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8.

- 2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.

3. Termination Rights

- 3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:
- 3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or
 - 3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

4. Confidentiality and usage of CRP Information

- 4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that

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the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part B and Clause 15 of the Core Terms.

- ☐ 3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

- ☐ Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
- 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - ☐ summarising the information;
 - ☒ grouping the information;
 - ☐ anonymising the information; and
 - ☒ presenting the information in general terms

- ☐ The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

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Appendix 1: Group structure information and resolution commentary

1. The Supplier shall:
 - 1.1 provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

Appendix 2: UK Public Sector / CNI Contract Information

1. The Supplier shall:
 - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - 1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
 - 1.1.3 involve or could reasonably be considered to involve CNI;
 - 1.2 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	<p>1 the occurrence of:</p> <ul style="list-style-type: none"><input type="checkbox"/> any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb <input type="checkbox"/> the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>2 in either case as more particularly set out in the Security Policy where the Buyer has required</p>
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	compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

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

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

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

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- ☐ comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - ☐ identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - ☐ detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information

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and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- d ☐ be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e ☐ set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- ☐ set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- ☐ be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

☐3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security

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Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

☐☐☐ **Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- ☐ emerging changes in Good Industry Practice;
 - b ☐ any change or proposed change to the Deliverables and/or associated processes;
 - ☐ where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d ☐ any new perceived or changed security threats; and
 - e ☐ any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- ☐ suggested improvements to the effectiveness of the Security Management Plan;
 - b ☐ updates to the risk assessments; and

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☐ suggested improvements in measuring the effectiveness of controls.

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

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

5. Security breach

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

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

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

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

b ☐ remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

☐ prevent an equivalent breach in the future exploiting the same cause failure; and

d ☐ as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

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

Part B: Long Form Security Requirements

1. Definitions

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

"Breach of Security"	<p><input type="checkbox"/> means the occurrence of:</p> <ul style="list-style-type: none"><input type="checkbox"/> any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or<input type="checkbox"/> the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p><input type="checkbox"/> in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
"ISMS"	<p><input type="checkbox"/> the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p><input type="checkbox"/> tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches</p>

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	to vulnerabilities and mitigations to Breaches of Security.
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2. Security Requirements

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

2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

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

2.3.1 [insert security representative of the Buyer] TBC

2.3.2 [insert security representative of the Supplier] TBC

2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

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

2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

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3. Information Security Management System (ISMS)

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

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC 27002 in accordance with Paragraph 7;

3.4.3 at all times provide a level of security which:

☐ is in accordance with the Law and this Contract;

☐ complies with the Baseline Security Requirements;

☐ as a minimum demonstrates Good Industry Practice;

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

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- 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>)
 - ☐ takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
 - ☐ 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;
 - ☐ addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - ☐ complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3 ☐ 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.

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- 3.1 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.
- 3.2 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.3 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

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- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and

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4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

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

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

5. Amendment of the ISMS and Security Management Plan

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

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

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- ☐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.

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

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

6. Security Testing

- ☐1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- ☐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

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Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.

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

- ☐1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- ☐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

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27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

- ☐3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- ☐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.
- ☐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:
 - ☐ minimise the extent of actual or potential harm caused by any Breach of Security;
 - b ☐ remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - ☐ apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

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- d ☐ prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - e ☐ supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - ☐ as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- ☐ 3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

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

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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.

□□□ The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
- 9.4.2 is agreed with the Buyer in writing.

□□□ The Supplier shall:

- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
- 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

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- 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- ☐☐☐ If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- ☐☐☐ A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

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Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

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

2. End user devices

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

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

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3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

3.3 The Supplier shall:

- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- ☐ 1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- ☐ 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

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

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6. Security of Supplier Staff

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

7. Restricting and monitoring access

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

8. Audit

- ☐1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the

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design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

- 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

☐2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

☐3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

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

1. Definitions

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

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

2. Project Management

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

3. Role of the Supplier Contract Manager

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

4. Role of the Operational Board

- ☐ **1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.**
- ☐ **2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.**
- ☐ **3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or**

delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

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

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

5. Contract Risk Management

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

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Annex: Contract Boards

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

[**Guidance note:** Details of additional boards to be inserted.]

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Model Version: v3.1

Call-Off Schedule 10 (Exit Management)

1. Definitions

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"Exclusive Assets"	1 the Seller shall deliver to the Buyer or the Buyer's contractor the provision of the Deliverables
"Exit Information"	2 the Seller shall provide to the Buyer each 31 of the scheduled
"Exit Manager"	3 the Seller shall be responsible to manage the respective obligations under the scheduled
"Exit Plan"	the Seller shall be responsible for the Seller during the entire period of the order with respect to all the scheduled
"Net Book Value"	the correct net book value of the relevant Seller shall be determined in accordance with the Prime or Tender or the Tender submitted or not to the dealer to comply with the Seller with the Seller share in accordance with good and practice
"Non-Exclusive Assets"	the Seller shall be provided by the Seller or the Buyer's contractor to the Deliverables but which are not provided by the Seller or the Buyer's contractor or other source
"Registers"	the register and commitment database referred to in paragraph 22 of the scheduled
"Replacement Goods"	the goods which are substituted in order to comply with the Buyer receive in substitution or comply with the goods on the Date whether those goods are provided by the Buyer directly or by third party
"Replacement Services"	the services which are substituted in order to comply with the services and which

	the Buyer receive or benefit to or on the Service on or on the End Date whether the Good are provided by the Buyer inter se and/or by third party
"Termination Assistance"	10 the obligation to be performed by the Supplier pursuant to the first paragraph other assistance required by the Buyer pursuant to the Termination Assistance Notice
"Termination Assistance Notice"	11 the measure given to the Supplier and other affected
"Termination Assistance Period"	12 the period between the Termination Assistance Notice and when the Supplier is required to provide the Termination Assistance and such period may be extended pursuant to paragraph 2 of the affected
"Transferable Assets"	13 the measure given to the Supplier and other affected
"Transferable Contracts"	14 the obligation to be performed by the Supplier or Third Party or other agreement which are referred to enable the Buyer or the Reimbursement Supplier to provide the Deliverable or the Reimbursement Good and/or Reimbursement Service and/or the right to the relevant Document
"Transferring Assets"	15 the measure given to the Supplier and other affected
"Transferring Contracts"	16 the measure given to the Supplier and other affected

2. Supplier must always be prepared for contract exit

21 The _____ here, within 30 days from the Start Date provide to the Buyer a copy of the de remittor copy to be used for the purpose of completing the Net Book Value.

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221 create and maintain a detailed register of all other assets and
debits to and from the company and determine whether
any of the assets or No. of assets are Net Book Value and
control and other relevant information required in connection with the
Delivery of the

2.2.2 Create and maintain a comprehensive database detailing the technical infrastructure and other information provided through which the Supplier provides the Deliverable.

"Registers"

2.3 The Supplier shall

2.3.1 ensure that appropriate registers maintained in the Register are clear, comprehensive, detailed and up-to-date.

2.3.2 ensure that appropriate for Third Party Software and subcontractors shall be appropriate and/or appropriate provision of to cost or restriction to the Buyer the receipt of the Buyer to the Buyer and/or to Committee or appropriate Register appropriate the Supplier request to provide the Deliverable or part of them in the Supplier is able to do to the the Supplier throughout the Buyer and the Buyer may require the Supplier to provide an alternative subcontractor or provider of Deliverable.

2.4 Each Party shall commit to the other for a period of three (3) months of the start date. The parties shall maintain the other in relation to the relevant to the end or termination of the contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall be responsible to provide to the Buyer and/or to the Committee Register appropriate subject to the Committee Register appropriate register to responsible written confidentially and determine each information provided to the Buyer shall be appropriate require in order to maintain the restriction to the Buyer of the right to tender and/or to maintain the Committee Register appropriate and determine the "Exit Information".

3.2 The Supplier shall be aware that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' name or contact information or relative Register appropriate to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete and accurate of the information of the appropriate based on the appropriate and not the Buyer of the five (5) or more Days of the matter shall be to the information which may adversely impact on the provision of the Deliverable and shall comply with the Buyer in relation to the such change.

3.4 The information shall be accurate and complete in matter relevant and shall be subject to the third party to create an informed offer for those Deliverables not be disadvantaged in the procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer all data and information which comply with the requirements set out in paragraph 3 of the Schedule and other relevant requirements to the Buyer.
- 4.2 The Supplier shall be endeavour to free the content of the data and information the Supplier is able to free the content of the data and information within 20 or 30 Days of the date of the data or information removal to paragraph 4.1 the data shall be removed in accordance with the Data Retention Period.
- 4.3 The Supplier shall set out the minimum
- 4.3.1 a detailed description of both the transfer and deletion process and the timeline.
- 4.3.2 how the Deliverable is transferred to the Replacement Supplier and/or the Buyer.
- 4.3.3 details of the contract which shall be available for transfer to the Buyer and/or the Replacement Supplier on the Start Date together with any relevant information 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 completion of the provision of the Deliverable on or before the Start Date.
- 4.3.5 provision for provision of the Buyer or a Replacement Supplier to be provided to the data and information of the Deliverable and required for their continued use.
- 4.3.6 provision for the completion or provision of the service to be terminated by the Supplier in connection with the completion of the Deliverable.
- 4.3.7 provision for the deletion and return of the Buyer's property in the connection of the contract or the Supplier or any third party.
- 4.3.8 provision for the destruction of the Deliverable and materials.
- 4.3.9 how the Supplier will ensure that there is no disclosure to or destruction of the Deliverable during the Termination or Post-Termination Period.
- 4.3.10 any other information or assistance required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall
- 4.4.1 maintain and update the data and information removal process to reflect the
- (a) every 12 months throughout the contract period and

- (b) ☐ After the first 200 or more Days after receipt from the Buyer or as provided in the contract
- (c) ☐ As required by applicable law or Term to the extent the Notified in an event to after the first 100 or more Days after the date of the Term to the extent the Notified
- (d) ☐ As required by applicable law or in an event to after the first 200 or more Days after the date of the Term to the extent the Notified

2. **Outline** review and verify the **test cases** required by the **Boiler** and from that **correct** and **defined** **requirements**

☐ On the bottom of the letter from the Board see if there
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5. Termination Assistance

1 The Buyer shall be entitled to require the Provider to
2 provide it within a time determined by the Provider and by written notice to
3 the Provider of "Termination Assistance Notice" at least 30 months
4 prior to the Termination Date or such other reasonable time as may be determined
5 even if not later than one (1) month prior to the Termination Date or the
6 Termination Notice. The Termination Notice shall be provided

11 the entire of the Term to be referred

12 the first date and time period during which it is estimated that Term 1 to 12
may be required, which is no more than one (1) year after the end of the
Month after the end Date.

2 The Borrower shall have the obligation to extend the Term of the Note beyond the initial term entered in the Term of the Note or one or more extensions each as provided that

21 To which date shall the Term of the Lease be and the date five (5) Months after the said Date

22 the Buyer has not the power or right to enter the premises or to
20 or any Director to the date on which the Term of the lease
other due to error

3 The Board shall have the right to terminate its representation or Term of Office if the board serves not less than 20 or more than 40 days of the year.

the event that Termination assistance is required by the Buyer but at the relevant time the parties are free to add to the contract to provide the Termination assistance in good faith in accordance with the principle in the hedie and the Buyer approved version of the contract prior to termination.

6. Termination Assistance Period

1 Throughout the Termination assistance period the Seller shall

- 1.1 continue to provide the Deliverable and other services perform its obligations under the contract and required by the Buyer provide the Termination assistance.
- 1.2 provide to the Buyer and/or its Representative Seller reasonable assistance and/or resources required by the Buyer and/or its Representative Seller and/or agree to initiate the order transfer or recommit or add content of the Deliverable to the Buyer and/or its Representative Seller.
- 1.3 use reasonable endeavour to restore resources to provide such assistance without additional cost to the Buyer.
- 1.4 be able to provide the Deliverable and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Level the provision of the Maintenance information or any other report or to any other of the Seller's obligations under the contract.
- 1.5 at the Buyer's request and on reasonable notice deliver up-to-date Register to the Buyer.
- 1.6 see the Buyer or its written request to see any Buyer remove from which the deletion or removal of Seller set is required.
- 2 It shall not be for the Seller to restore resources to provide such assistance as referred to in paragraph 1.2 without additional cost to the Buyer additional cost incurred by the Seller in providing such reasonable assistance shall be subject to the Variation procedure.
- 3 The Seller demonstrate to the Buyer reasonable satisfaction that the provision of the Termination assistance will have no material adverse effect on the Seller's ability to meet one or more of its service level the parties have the relevant service level and/or the reasonable service credit arrangements.

7. Obligations when the contract is terminated

1 The Seller shall remain in its obligations contained in the contract.

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ed te r h th in ed the offer

23 Provide evidence or information to the Board and the
 Reemployment Center for review 12 Months after entry or termination
 to

- (a) Each member of the Committee reports to the Developer the removal of the code or control of the computer.
- (b) Each member of the Committee that has been involved in the development and provision of the Developer and who is terminated by the Committee provided that the Board and/or the Reclamation Committee shall receive a copy of the Committee that shall be referred to each receipt or other

3. If the Contractor provides other equipment or materials, the Contractor shall be responsible for the delivery, maintenance, and repair of the same. The Contractor shall be responsible for the delivery, maintenance, and repair of the same.

8. Assets, Sub-contracts and Software

1. In order to determine the term to which the contract is to be assigned, the period of the contract is not to be taken into account, but the period of the contract is to be taken into account.

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the number of complete days of the transfer of the debt
rate

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re[redacted]o[redacted]the [redacted]vo[redacted]e[redacted]

Call-Off Schedule 20 (Call-Off Specification)

This schedule sets out the characteristics of the Deliverable that the Supplier will be required to make to the Buyer under the Call-Off contract.

Service Specification

Service Description

CONTENTS

RV DIRECTION	10
1 INTRODUCTION	ERROR! BOOKMARK NOT DEFINED.
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INTRODUCTION

The Secretariat of Health and Communities and the Department of Health and Communities (DHSC) are responsible for managing collective employment to the board of directors of DHSC's Arm's Length Bodies (ALBs) and Committees. Those appointed play a key leadership role not only for the organisation to which they are appointed but for the whole health and communities system. This contract is referred to as DHSC's management of collective employment.

PURPOSE

The contract will support DHSC in two main areas: i) managing job applications and ii) maintaining and developing our talent pipeline. The contract will provide a service to provide a professional and a recruitment and selection service.

The contract will be effective from the 1 November 2023 for 12 months. The authority of the contract is to be renewed for up to 12 months subject to relevant approval and budget availability.

BACKGROUND

DHSC's Public Appointments include the Chairs and Non-executive Directors of the Board of NHSC and the other public appointments managed by DHSC. These are expected to be made by the relevant body of public appointments which require a Minister to refer to the relevant committee and to make appointments based on merit. DHSC's Operations manage the process.

It is the role of the relevant minister to ensure that DHSC's recruitment and selection to the relevant public appointments is based on merit and that the relevant committee is able to make appointments based on merit. DHSC's Operations manage the process.

SCOPE OF REQUIREMENT

The requirement is for the provision of services to support the recruitment and selection of public appointments; maintain and develop DHSC's talent pipeline for such roles; and provide a professional and a recruitment and selection service.

The provider should deliver an overview or more services in terms of services achieved through innovation and continuous improvement.

Although the contract is for the provision of services to support the recruitment and selection of public appointments, DHSC reserves the right to contract with a direct or indirect provider of the odd or even of the contract that the provider is able to meet the requirement.

Pre-assessment

To ensure that the contract is to be awarded to the provider both before and after the Minister's reference to the relevant committee to award the contract.

The contractor will be required to provide time and high quality recruitment reports for each commissioned recruitment competition or a form completed by DHSC and to provide a service from DHSC, whereby each candidate's written application (CV and supporting letter) is provided to the relevant committee for each candidate the relevant service is provided.

- Shortlist board that briefs and reports the elements of the CV – up to a maximum of 100 words.
- Recruitment Board or D completed reports the details for each role which will be provided by DHSC.

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round round 201

- the fit of the person to the role – round 100 word for a candidate word for Band 2 word for a Band
- a completed 'tick box' exercise (from a list supplied by DHSC) on the candidate's main skills/experience (e.g. 'finance'; 'lawyer'; 'clinical'; etc) – which is to be more extensive than DHSC

DHSC inform the contractor the advert will be to be reviewed with the agreed date and the expected deadline for recruitment to be complete. The contractor receive or have access to the information either before and/or the advert is

It isn't possible to confirm exactly how many recruitments will take place over the time of the contract and how many recruitment will be reviewed. However, based on estimates we believe the number of recruitment will be in the range of 100 to 200. However, this is only a guide and not a commitment to a minimum or maximum number.

Due to the nature of the round and recruitment process, some of the most critical recruitment period will occur and through the recruitment for throughout the duration of the contract. DHSC will there is order for round to be recruitment that may be complex over the year to help the contractor's advanced planning.

On occasion and on request the contractor may also be asked to provide some additional written feedback to DHSC which is based on the written agreement on the date the had provided. This would be to support DHSC's feedback to a very limited number of recruitment and date which may include the the recruitment rate has been selected.

The contractor should also provide an end of contract report that contains and interpret recommended data from the recruitment the have carried out over the year and make recommendations for how the process can continue to improve.

Talent list

DHSC recruit members of staff over 200 people who are that could be from critical recruitment for some of our key commitment and who have expressed an interest in our role.

The contractor will be required to

- see the brochure and the data the standard code and confirmed the of the critical recruitment to date at least every 3 months. However, from the should be committed for DHSC with a view of alerting DHSC to critical recruitment.
- create the fit with the additional people. Over the course of the contract we would expect at least 30 people to have been added and for DHSC to have agreed that they are added to the list. New people should be added to those to be recruitment and for the health and community sector who bring experience from the private sector and those who bring diverse characteristics. DHSC will provide an additional tier of the recruitment and experience of the recruitment date to other which may evolve over the year.
- ensure agreement from the recruitment critical recruitment date that DHSC will hold the data and will approach them for roles.

Additional support services

The contractor will be expected to provide an additional and on request some additional support services.

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SECURITY REQUIREMENTS

Information recorded ... of the ...

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BUDGET

The maximum budget for the contract in 2023/2024 is £3,030,000 based on the indicative activity forecasted in the specification in 2020/2021.

Note the contractor is expected to arrange advertising costs on behalf of the client. The cost of advertising should be covered by the client. The cost of advertising should be covered by the client. The cost of advertising should be covered by the client.

Supplier Bid Responses for IRG: All responses embedded as PDF.

Technical response

Question	AQ1	Weight	25%	Word Limit	750
Subject	Leadership and Resource Plan				
Question	Provide details of leadership, qualifications and experience to deliver: i) the assessment of candidate's written applications; ii) maintaining and developing our talent pipeline; and iii) provide on occasion and on request, some additional recruitment support services. Within your response please highlight any experience you have had of supporting national non-executive recruitment processes, and in particular Ministerial public appointments. Please provide details of how you will ensure these requirements will be sufficiently resourced, including a resource plan.				
Response Guidance	The Tenderer's response should show that it: <ul style="list-style-type: none">- Has leadership, project management arrangements and plans that are sufficient and suitable to ensure successful delivery, including contingency arrangements.- Leadership have relevant qualifications and experience.- Has provided sufficient resource to deliver the requirement.- Has identified appropriate management of these resources with defined roles and responsibilities.- Has assigned suitably qualified and experienced resource for service delivery.- Considers how it will handle data and governance for information including GDPR compliance, security, ethics, consent, and confidentiality.				
Response	A market leading specialist healthcare practice for c.30 years and the DHSC's pre-assessment supplier for Chair/NED appointments since 2018. We understand the policy context and are experienced at senior levels regionally/nationally. As the UK's largest search firm, we deliver executive/non-executive/chair appointments across public/commercial sectors. This is the basis of success in recruiting many influential roles, including several Chair/NED appointments for the Department and its ALBs, notably Chair of NHS England-Richard Meddings. Leadership/Programme management structure: We bring a dedicated senior project team, combining recruitment expertise within healthcare and across government departments. The Project Team will be led by Carmel Gibbons, Head of Healthcare Practice, who will be the lead engagement partner with overall responsibility for the contract duration. She will be supported by Peter Mason, Ruth Lewis and Gillian Powell, experienced senior healthcare specialists who have undertaken pre-assessment and bring extensive sector intelligence. As with previous contracts, this core team will be flexed according to requirements with additional resourcing drawn from the Healthcare practice as necessary. Proven resource planning ensures back fill for holidays/unexpected absences.				

For more information
For more information

Social Value response

Theme And Award Criterion Theme 4 Equal Opportunity Policy Outcome Tackle workforce inequality MAC 6.1	Word Count / [page limit] 750 words Weighting for Section 10%
Subject and Response Guidance	<p>MAC 6.1 Demonstrate action to identify and tackle inequality in your workforce; and in your proposals for growing DHSC's talent pipeline for public appointments set out how you will identify people who will bring a diverse range of backgrounds, including for example those groups currently under-represented, such as people with disability.</p> <p>Sub criteria: Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> • Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors. • Measures to tackle inequality in employment, skills and pay in the contract workforce. <p>Please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.</p> <p>Please include: -your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and</p> <p>-a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:</p> <ul style="list-style-type: none"> o timed action plan o use of metrics o tools/processes used to gather data o reporting o feedback and improvement o transparency <p>- how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.</p>

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

Order Form Template 201

OMMORON

Product, Service, Role	Description	Units	Rate £ (ex. VAT)	Total £ (ex. VAT)
Pre-assessment	In order to effectively assess the quality and fit of candidates for a role, both panels and Ministers require a pre-assessment of candidate's applications. Pre-assessment should capture a high-level candidate biography, their fit against the person specification, provide a rating (A, B, C or D) and should complete a 'tick-box' exercise on the candidate's main skills/experience (e.g. 'finance'; 'lawyer'; 'clinical'; etc) against a list provided by DHSC.	675	£39.00	£26,325
Feedback	On occasion, DHSC may ask for a brief feedback session to be held with an unsuccessful candidate (e.g. someone who applied through the Disability Confident Scheme) to offer career and/or drafting advice in relation to future applications.	2	£600.00	£1,200
Advertising and promoting roles	Whilst the process of advertising and promoting roles is managed by DHSC, we may by exception require support on occasions in the preparation of adverts and in engaging with specialist media or networks. This may include scope to offer advice and strategies on effective advertising routes, including the use of social media and/or to manage the advertising process in agreed media/publications on DHSC's behalf.	2	£1,100.00	£2,200
Talent Pipeline	To maintain and grow DHSC's talent list for public appointments by keeping biographies and due diligence checks up to date (at least every 6 months) for those on the current list and strengthening the list with the addition of new names - at least 30 new, high-quality candidates to have been secured and for DHSC to have agreed that they are added to the list.	1	£24,000.00	£24,000
Alternative formats	To provide support for any candidate requests for alternative formats for recruitment material, the conversion of candidate applications to/from braille, audio etc, and translation services for some recruitments e.g. Welsh/English.	3	£1,650.00	£4,950
Reasonable adjustments	DHSC may ask for help to offer some reasonable adjustments to a candidate so that they can make an application, and/or that their application can be fairly assessed. The nature of the support will naturally be case specific.	2	£1,925.00	£3,850
TOTAL				£62,525

Our fees exclude the following:

The prevailing rate of VAT (20%) will be applied

Payment

Invoicing: We will invoice after each pre-assessment campaign.

Commercial and in confidence

We consider our fees and track record to be commercially sensitive information and request that they not be disclosed outside this tender process.

Freedom of Information

The content of the tender we are submitting is naturally confidential, particularly regarding track record, fees and costs elements and is intended only for the client. It therefore should be protected from disclosure under the FOIA for a period of three years from the date of the tender. To release prior to this date could give a competitor information to enable them to prejudice future tenders that we may submit for other public bodies.

Cancellations

An assignment may be cancelled at any time. If an assignment is cancelled once work has been commissioned, the full invoice for that assignment will be payable

GDPR – Position as a Data Processor