



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

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 date Wednesday 9<sup>th</sup> 2022 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

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

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Key Supplier Personnel and Key Sub-Contractors;
5. Attachment 4 – Software;
6. Attachment 5 – Financial Distress;
7. Attachment 6 - Governance
8. Attachment 7 – Schedule of Processing, Personal Data and Data Subjects;
9. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

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

- 1.1 the Framework, except Framework Schedule 18 (Tender);
- 1.2 the Order Form;
- 1.3 the Call Off Terms; and
- 1.4 Framework Schedule 18 (Tender).

## Section A General information

### Contract Details

**Contract Reference:** FS430636

**Contract Title:** Network Connectivity Management Service

**Contract Description:** The provision of Network Connectivity Management (NCM), the operation and continual improvement of access to FSA Technology Services from multiple locations across England, Wales, and Northern Ireland over a combination of internal and Internet facing networks.

**Contract Anticipated Potential Value:** this £813,400.00 (Ex VAT) (3+1+1+Transitional Costs)  
should set out the total potential value of the Contract

**Estimated Year 1 Charges:** £214,600.00 (Ex VAT)

**Commencement Date:** this should be the date of the 11<sup>th</sup> February 2022  
last signature on Section E of this Order Form

### Buyer details

**Buyer organisation name**  
Food Standards Agency

### Billing address

Your organisation's billing address - please ensure you include a postcode  
Fosse House, Peasholme Green, York, YO1 7PR, United Kingdom

**Buyer's Commercial representative name**

— **point** of contact for this Order

### Buyer's Commercial representative contact details

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

**Address:** Fosse House, Peasholme Green, York, YO1 7PR, United Kingdom

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**Buyer's Contract Manager representative name**

—  contact for this Order

**Buyer's Commercial representative contact details**

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



Address: Fosse House, Peasholme Green, York, YO1 7PR, United Kingdom

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**Supplier details****Supplier name**

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

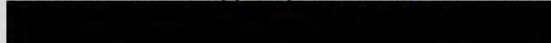
**Supplier address**

Supplier's registered address

Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, United Kingdom, SL7 1LW

**Supplier representative name**

The name of the Supplier point of contact for this Order



**Supplier representative contact details**

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



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

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

FS430636

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**Guarantor details**

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

**Guarantor Company Name**

The guarantor organisation name

N/A

**Guarantor Company Number**

Guarantor's registered company number

Not applicable

### Guarantor Registered Address

Guarantor's registered address

Not applicable

## Section B

### Part A - Framework Lot

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

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

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

### Part B - The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

*Guidance Note - this should be a period which does not exceed the maximum durations specified per Lot below:*

Lot	Maximum Term (including Initial Term and Extension Period) - Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

#### Initial Term Months

36 Months

#### Extension Period (Optional) Months

2 X 12 Month extensions - Subject to financial and commercial approval.

**Minimum Notice Period for exercise of Termination Without Cause** 90  
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

**Sites for the provision of the Services**

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

The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**

The Services will be delivered to the following offices.

**London:**

Floors 6 And 7 Clive House,  
70 Petty France,  
London,  
SW1H 9EX

**York:**

Foss House,  
Kings Pool,  
1-2 Peasholme Green, York,  
YO17PR

**Birmingham:**

Apex House,  
Floor 2,  
Calthorpe Road,  
Edgbaston,  
Birmingham,

(  
**Crown  
Commercial  
Service**

815 1TR

**Wales:**

Floor 11,  
Southgate House,  
Wood Street,  
Cardiff,  
CF10 1EW

**Ireland:**

1OC Clarendon Road,  
Belfast,  
BT1 38G,  
United Kingdom

**Supplier Premises:**

Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, United Kingdom, SL? 1LW

**Third Party Premises:**

See Appendix A

**Buyer Assets**

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

Azure environments and licenses,  
FSA data,  
ServiceNow (instance and licenses),  
LAN hardware,  
plant routers,  
configuration scripts on said hardware,  
monitoring and management/orchestration software.  
Forcepoint.  
Cisco support on hardware.

### Additional Standards

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

Not Applicable

### Buyer Security Policy

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

Please See Appendix B and C.

### Buyer ICT Policy

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

Please see Appendix D

### Insurance

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

Third Party Public Liability Insurance (£) - Not applicable, as per the £1M default in the Framework Agreement

Professional Indemnity Insurance (£) - Not applicable, as per the £1M default in the Framework Agreement

### Buyer Responsibilities

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

Not Applicable

### Goods

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

Not Applicable

### Governance - Option Part A or Part B

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

Governance Schedule	Tick as applicable
Part A - Short Form Governance Schedule	X
Part B - Long Form Governance Schedule	

The Part selected above shall apply this Contract.

## Section C

### Part A - Additional and Alternative Buyer Terms

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

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

#### **Part A - Additional Schedules**

*Guidance Note: Tick any applicable boxes below*

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testina Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part 8)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	- N/A
S9: MOD Terms	<input type="checkbox"/>

#### **Part B - Additional Clauses**

*Guidance Note: Tick any applicable boxes below*

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

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

#### **Part C - Alternative Clauses**

*Guidance Note: Tick any applicable boxes below*

The following Alternative Clauses will apply:

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

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

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

### Additional Schedule S3 (Security Requirements)

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

### Additional Schedule S4 (Staff Transfer)

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

Not Applicable

### Additional Clause C1 (Relevant Convictions)

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

### Additional Clause C3 (Collaboration Agreement)

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

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable

## Section D Supplier Response

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### Commercially Sensitive information

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

Contractual details of FSA and third party suppliers/software's including GDPR data and Day rates.

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## Section E Contract Award

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

### SIGNATURES

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	30.5.22

For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	25/05/2022



## Attachment 1 – Services Specification

### Statement of Requirements Purpose

The purpose of this document is to detail the business requirements for the provision of Network Connectivity Management (NCM), the operation and continual improvement of access to FSA Technology Services from multiple locations across England, Wales, and Northern Ireland over a combination of internal and Internet facing networks.

We are looking to move away from a traditional corporate LAN/WAN model to a Connectivity Architecture that supports our Work from Anywhere strategy, enabling a predominantly home and mobile based workforce to access cloud hosted services, located mainly in Microsoft 365 and Azure.

We are looking for a Network Connectivity Management provider who will work with us to deliver the Future Network, while providing support and maintenance of the current network infrastructures from contract start.

Please note that the Network Connectivity Management provider will be responsible for managing and supporting our network connections and for working with us to design, improve and transform our environment, but will not be responsible for the provision and installation of circuits either to offices or to remote locations. Similarly, we are looking to the provider to recommend, install and support network equipment, but the procurement and provision of hardware and software is not a requirement of this contract.

FSA operates in an environment where 24/7 management is necessary to ensure availability of services across the full extent of FSA working. We cannot rely on in-hours manual detection of service failures as this has a significant impact on FSA productivity.

### 1. BACKGROUND

The Food Standards Agency is a non-ministerial government department of over 1300 people, with a big vision – to drive change in the food system so that it delivers “food we can trust”. As the country has now left the EU, the scale of this challenge cannot be underestimated. More than 90% of food and feed law in the UK currently comes from Europe and our primary goal is to continue to protect public health and UK consumers’ wider interest in food (<https://www.food.gov.uk/sites/default/files/media/document/food-we-can-trust.pdf>)

The context in which we operate has transformed and continues to change at an unprecedented rate. Digital is the primary way we carry out our work, it is key to achieving our ambitions and transforming the way we do business, and we continually strive to provide better online services to external stakeholders and internal customers to achieve faster and more effective models of delivery at optimal cost.

Our Digital services are supported by a number of specialist delivery providers providing Cloud Service Management, Endpoint Management, Cloud Infrastructure Management, Service Desk, and Application Support. At the heart of that arrangement is an internal team with the knowledge of our business, our systems, and our obligations to enable them to integrate and manage the quality of our services. Key to the success of this multi-vendor model is Network Connectivity Management provider willingness and commitment to work in partnership, collaborating autonomously with other third-party suppliers within a culture of trust and shared goals.



The current disaggregated contract model has been in place since 2017 and as the various contracts are approaching their maximum term, the FSA has taken the opportunity to review and reconfigure the structure of our contracts and ensure our specifications align with business needs. The output of this review can be found in the FSA's Evergreen IT Roadmap document provided at the point of tender release which sets out our revised service groupings and our core principles for future digital service development, delivery, and support.

Whilst the specification sets out current technology, this will be subject to change over the life of the contract. Our goal is to be 'evergreen,' perpetually updating and improving our services, continuing to adapt to business and political change and adopting new technologies as they emerge. We look to our support providers to be equally flexible and innovative in their approach to delivery, with a strong focus on continuous improvement and quality of service. One of the key benefits of a multi-vendor model is the opportunity to work with specialist suppliers, we want to be guided by expert advice and encourage our support providers to make recommendations based on their experience and a shared desire to improve and evolve.

## **.2 FSA Transparency**

The Agency is committed to openness, transparency, and equality of treatment to all support providers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website ([www.food.gov.uk](http://www.food.gov.uk)).

In line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect support providers to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>.

## **2. COMMERCIAL APPROACH**

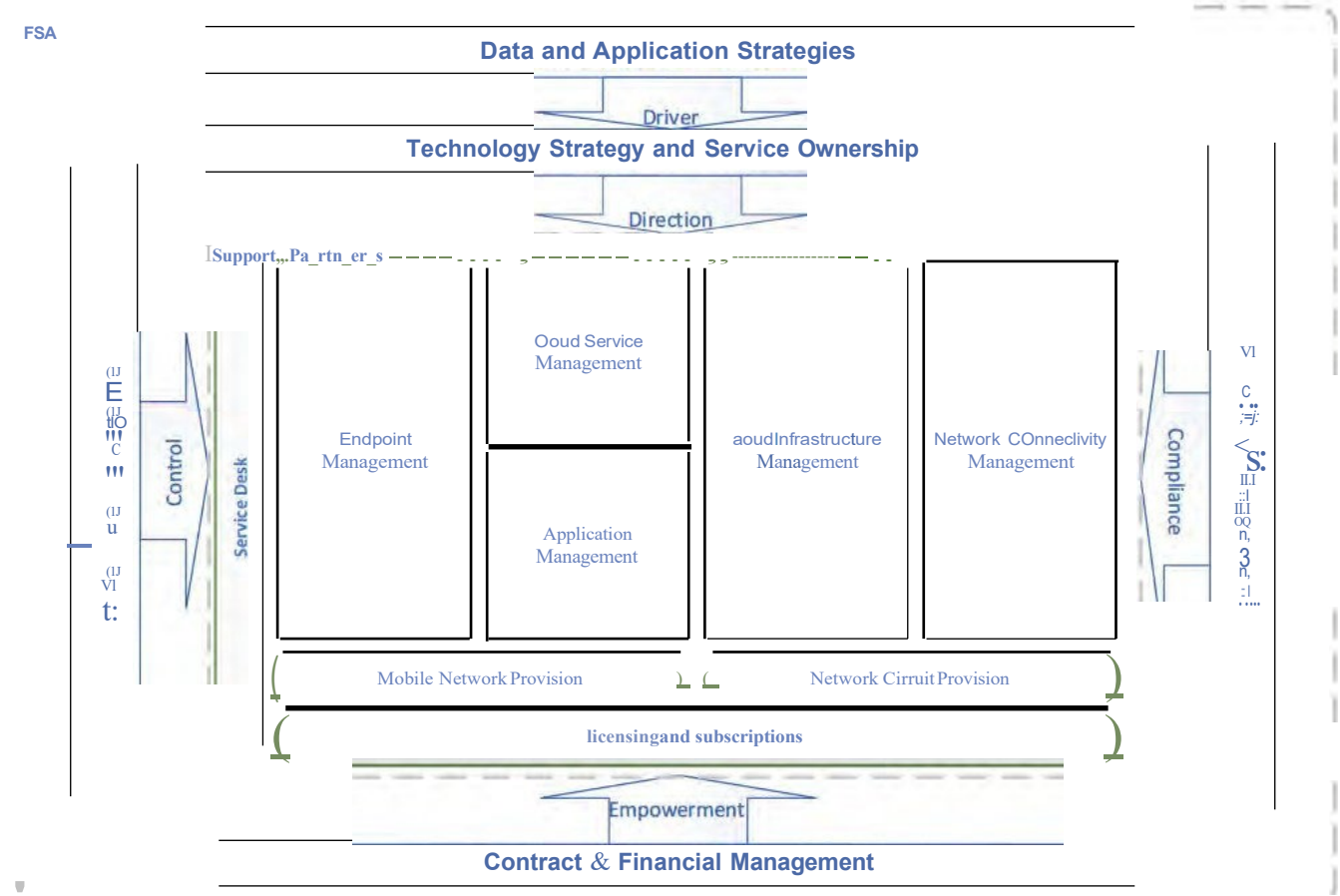
FSA are looking, under the Crown Commercial Technology Services 3 Framework, Lot 3c Operational Services - Technical Management, to award a contract term for 3 years with 2 separate 1-year optional extensions (i.e., 3+1+1), subject to satisfactory performance. The maximum contract duration is 5 years.

The current contract for the supply of Networks design and delivery can be found on contract finder and covers the period 1st August 2021 to 31<sup>st</sup> March 2022. The contract value is £113,672 (+VAT) for this period. It is important to note that the requirements documented in this specification and the ITT have been updated to align with the FSA IT Roadmap and reflects the changing business need over time since this service was last tendered. FSA will require the Support Provider to develop monthly costs for the supporting information that will be provided with the Tender.

The Parties to any resultant contract recognise that the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE), or as amended will **not** apply in respect of this Agreement.

### 3. GENERAL SPECIFICATION

This group of services sits within the overall IT Governance architecture below:



<b>Endpoint Management</b> (Tender Complete)	<b>What do we provide?</b> Ensure that users of FSA IT are provided with the devices and Endpoint software required to do their job and that this is properly secured, managed and when necessary, replaced.
<b>Cloud Service Management</b> (Tender Complete)	<b>What do we use it to do?</b> Focusses on maintaining application spaces and containers, development tools, but the primary focus is on enabling FSA to make the best use of cloud service offerings and, in particular, to facilitate and implement application migration from server based IaaS to Platform and Software services.



<b>Cloud Infrastructure Management</b>  (Tender Complete)	<b>Where do we keep it?</b> The maintenance and improvement of those data storage services. Management of the overall Azure tenant architecture, its subscriptions, resource groups, service monitoring, security and reporting and enabling functionality to extend or be replicated across multi-cloud environments. Responsibility also sits here for maintaining the FSA's test and development environments
<b>Network Connectivity Management</b>  (This Tender)	<b>How do we get to it?</b> FSA currently has a traditional MPLS LAN/WAN infrastructure with a VPN remote access solution terminating in our WAN supplier. Our Future Network must shift the focus away from the WAN MPLS and focus on connection to Office 365, Azure and other Cloud Services from any location.
<b>Service Desk</b>  (Tender Complete)	<b>Who do I call when it breaks?</b> Service Desk is critical the day to day support for end users, but equally manages the toolset for capturing, storing, and managing service information.  This will continue, alongside a strategic aim to automate workflows and encourage increasing user self-service through a growing knowledge base and increased use of artificial intelligence tools in support of this

### .3 In Scope

Design, implementation, and ongoing support of:

1. Connections to IT services from and within FSA Offices
2. Design and implementation of Software Defined Networking
3. Support for home and remote user connectivity (including connections from c 200 meat plants)
4. Azure Virtual Networking (including use of Express Route and SD-WAN termination)
5. Connections to adjacent networks - e.g., Public Sector Network (PSN) - and site to site VPNs
6. Network Management and Security including protection for public facing digital services
7. Other Network Services (incl. DNS, DHCP, NTP and VPN)



#### **.4 Out of Scope**

1. The provision and installation of network circuits to FSA premises (including offices in meat plants) will be covered by separate contracts,
2. Provision of Network Equipment: The NCM provider will recommend and configure network equipment, but the hardware and software will be procured through FSA's current providers
3. Building fibre: the cabling infrastructure in FSA offices is managed under our accommodation agreements (Scope for NCM covers Ethernet to port and patch panel to switch)
4. 3/4/5G Mobile Networking provision will be managed under a separate contract
5. Home Broadband: FSA staff use their personal broadband; the NCM provider will not be required to support remote broadband circuits that are not provided by FSA.
6. Configuration and rollout of clients for VPN and WiFi will be the responsibility of the Endpoint Management provider.
7. Connectivity from the FSA to a managed PSN Gateway service is in scope of Network Connectivity Management, but the current gateway is contracted separately as a cloud service

#### **.5 4.3 Constraints**

1. Due to Covid-19 emergency constraints on occupancy, distancing and travel to our offices, access to our offices may be subject to restrictions in the short to medium term.

### **4. BUSINESS REQUIREMENTS**

The FSA requires a support provider to provide operational management of the connection to and performance over public and private networks that provide access to a cloud first IT Architecture with an emphasis on flexible and mobile working.

We will also expect the Network Connectivity Management provider to provide independent advice, and hands on implementation, on the improvement and transformation of network access, components, and management systems.

The support provider will need to work in a multi-supplier model, working in collaboration with circuit providers, other support providers and FSA teams. The FSA IT team will provide the overall management and strategy for both technical architecture and service management but will expect the Network Connectivity Management provider to proactively raise issues arising from BAU, and to use its skill and expertise to make recommendations for improvements to the service provision. We will also expect the Network Connectivity Management provider to deliver both support and maintenance of live services, and projects to implement new and improved services.

The support provider will work with the FSA service management team and other support providers to deliver value to customers, optimise efficiency and ensure continual

improvement, working to ITIL principles and ensuring that their practices reflect all aspects of the ITIL service lifecycle.

Under our Ways of Working strategy, FSA has introduced flexible location working. Approximate breakdown of users to be covered by Network Connectivity Management is as follows<sup>1</sup>:

Home Based	620
Office Based	100
Multi-Location (i.e., 50/50 Home/ Office)	275
Field Operations (Meat Plant and Mobile)	350

## .6 Pre-Qualification

It is important that the Network Connectivity Management provider can answer yes to all pre-qualifications which are included in the Invitation to Tender. If a prospective supplier is unable to answer yes, then they will be asked not to respond to FSA's tender.

## .7 Service Metrics

FSA currently has approximately 1600 members of staff, contractors and other suppliers, all of whom are currently working remotely or from home. In line with our Ways of Working and Estates strategies it should be assumed that this work pattern will predominate in future.

### .7.1 5.2.1 Service desk ticket volumes for Network incidents

Month	Incidents
Nov-20	0
Dec-20	3
Jan-21	3
Feb-21	3
Mar-21	2
Apr-21	4

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<sup>1</sup> Please note:

Totals do not include contract staff or third party access to shared resources.

Due to ongoing Covid-19 restrictions, offices are currently at 50% maximum occupancy

May-21	8
Jun-21	4
Jul-21	1
Aug-21	2
Sep-21	2
Oct-21	3

## 5. OPERATIONAL REQUIREMENTS

Operational Requirements describe the services to be provided from contract take-up; it is anticipated that the Network Connectivity Management provider will work with FSA to deliver significant technical and architectural change over the contract lifecycle (see [Transformation Requirements](#))

Service	Requirement
<b>1) Enterprise Connectivity</b>	<ul style="list-style-type: none"> <li>Recommend an SD-WAN architecture and Internet gateway to replace the FSA's current MPLS infrastructure.</li> <li>Design and deliver the recommended solution This will need to be in place ahead of the termination of our current WAN provision contract in August 2022.</li> <li>Provide FSA with subject matter expertise to ensure that our requirements specification for new circuit provision is consistent with the SD-WAN solution</li> <li>Manage the routing and configuration of network traffic across network connections between FSA offices and hosted environments, in particular the FSA's Microsoft 365 and Azure tenants. Initially this will require collaborative working with the incumbent WAN provider to support the current service.</li> <li>Ensure that connectivity is maintained to Government Shared and Cloud services and to other SaaS applications (e.g., the FSA's HR/ Payroll service)</li> <li>On FSA's behalf, manage the providers of network circuits to FSA offices and broadband to meat plants to ensure that circuit providers structure their service</li> </ul>

Service	Requirement
	<p>to prioritise high speed, resilient access to Internet hosted services.</p> <ul style="list-style-type: none"> <li>Implement, operate and support custom network components, for example Site to Site VPNs, to meet business requirements</li> </ul>
<p><b>2) Office Connectivity</b></p>	<ul style="list-style-type: none"> <li>Configure and Operate networking devices (including POE operation) in the FSA's 5 branch offices. This currently includes: <ul style="list-style-type: none"> <li>Cisco Layer 2 and 3 Catalyst switches</li> <li>Cisco ASA 55 Series Firewalls</li> <li>Cisco AIR Wireless Lan Controllers</li> <li>Cisco AIR CAP Wireless Access Points</li> <li>Juniper SRX340 Routers</li> </ul> </li> <li>Maintain and operate perimeter configurations between branch office LANs and External/ WAN circuits.</li> <li>Maintain and document ethernet patching from patch panel to switch and maintain the records in FSA's ServiceNow Knowledgebase.</li> <li>Maintain secure Wireless Access in branch offices - this includes network obfuscation and intrusion prevention from within and adjacent to shared office premises</li> <li>Support and monitor wireless networking in the branch offices to provide both resilience and optimal performance, responding effectively to alerts and incidents and also to significant changes, for example, in usage levels.</li> </ul>
<p><b>3) Connectivity for Home and Remote Workers</b></p>	<ul style="list-style-type: none"> <li>Configure, monitor and manage broadband access (currently a combination of FTTC, ADSL and, initially, PSTN connections) from FSA offices in c.220 meat plants in England, Wales, and Northern Ireland. Please note that these premises are not owned by FSA and local environments are subject to rapid change beyond our control</li> <li>Support the current Fortigate/ Forticlient VPN solution while working with FSA to complete the design and</li> </ul>

Service	Requirement
	<p>implementation of a replacement VPN solution, and support and operate thereafter.</p> <ul style="list-style-type: none"> <li>• Implement/Support/Maintain remote access solutions (e.g., Reverse Proxies) with the view to remove FSA reliance on VPN and move to a Zero Trust Internet first model.</li> </ul>
<p><b>4) Azure Virtual Networking</b></p>	<ul style="list-style-type: none"> <li>• Work with the Cloud Infrastructure Management provider to: <ul style="list-style-type: none"> <li>◦ Configure, operate and maintain Azure Network services, including Virtual Networks, Subnets, Network Security Groups, Load Balancers, NAT and Internet Gateways, IP addresses and routing</li> <li>◦ Configure, operate and maintain Azure Network Virtual appliances and network and application protection services, including App Proxies, Application Gateways and Web Application Firewalls</li> </ul> </li> <li>• Configure, operate and maintain the FSA's Enterprise connections to Azure. This will include the Express Route service pending its decommission.</li> </ul>
<p><b>5) Gateway Services</b></p>	<p>Our current ISP service is provided by our corporate WAN supplier. The Network Connectivity Management provider will be required to recommend an alternative solution and deliver a project to implement this ahead of the current WAN contract expiring in August 2022. The solution must:</p> <ul style="list-style-type: none"> <li>• Provide all FSA staff with a controlled, resilient, and secure route to Internet resources, irrespective of user location.</li> <li>• Ensure that outbound Internet Traffic in the Cloud is routed in such a way that the traffic can be monitored and controlled, increasing security and reliability</li> <li>• Support and resolve issues with the FSA's Web Proxy and Filter service (currently Forcepoint Cloud Security Gateway)</li> <li>• Where necessary, work with FSA Security to build, test and implement proxy by-pass solutions.</li> </ul>

Service	Requirement
	<ul style="list-style-type: none"> <li>Support and maintain the Site VPN routing to the FSA's PSN gateway for relevant users and services. This is currently a hosted gateway service in a private cloud environment</li> </ul>
<b>6) Network Management</b>	<ul style="list-style-type: none"> <li>Monitor performance and usage of Connectivity Services and ensure that alerts are responded to appropriately and Incidents generated</li> <li>Take a proactive approach to reporting, analysis, and security, ensuring, not just that FSA receive, details of past and current performance, but also using analytical insight and industry knowledge to make recommendations for change and improvement.</li> <li>Implement, configure, and operate network management tools to manage and monitor physical and virtual components. FSA will require real time read access to all network management and reporting tools and IDS/IPS solutions</li> <li>Maintain and continually improve the FSA's public facing DNS services (note: internal DNS is supported under the Cloud Service Management contract)</li> <li>Maintain network based DHCP services at all client entry points</li> <li>Provide access to a centralised NTP service from all connection points. (Note: configuring client access to the service is the responsibility of Endpoint Management)</li> <li>Create and maintain FSA connectivity and network diagrams, process documents and high level and low level network design documents.</li> </ul>
<b>7) Network Security</b>	<ul style="list-style-type: none"> <li>Ensure that all physical and virtual network components, devices, and management tools are patched to N-1 in accordance with the FSA Patching Policy and reported in monthly service reviews.</li> <li>Monitor and alert, in reasonable time, end of life or end of support hardware, leading on device refresh.</li> <li>Configure and operate virtual and physical Firewalls, ensuring that rule sets are applied consistently, and</li> </ul>

Service	Requirement
	<p>that documentation is up to date, annotated and available through FSA's ServiceNow Knowledgebase.</p> <ul style="list-style-type: none"> <li>• Configure and manage protection and detection controls against Backdoor attacks, SSL attacks, DDOS, Brute force and other connection-based attack vectors (Across cloud services, FSA currently uses Azure Web Application Firewalls and DDOS protection as well as Cloudflare)</li> <li>• Manage all inbound and outbound network connections to ensure that only traffic which is required to support the business is being exchanged and deploy IDS/IPS and other technical controls to scan for malicious content and traffic.</li> <li>• Support and maintain the 802.1x solutions used to supplier secure access to ROSH from meat processing plants.</li> <li>• Continuously monitor Networks and identify where attacks from threat actors may be occurring and provide a timely response in all cases. This will require pro-actively opening communication and working directly with other suppliers to resolve issues</li> <li>• Adhere to NCSC and other relevant public authority standards and work with FSA Security to ensure that all service and solution configurations are properly compliant.</li> </ul>

## 6. TRANSFORMATION REQUIREMENTS

Service	Requirement
<b>1) Enterprise Architecture</b>	<ul style="list-style-type: none"> <li>• Reduce the overall structural and physical complexity from the network topology with greater focus on resilience, uptime, and remote management.</li> <li>• Reduce and remove the requirement for site to site connectivity between FSA offices</li> <li>• Continually review Network Topology and Utilisation to ensure optimal performance and configuration, actively highlighting where the service can be improved</li> </ul>

Service	Requirement
2) <b>Branch Office Architecture</b>	<ul style="list-style-type: none"> <li>Design and implement a secure, resilient Wireless first strategy in all our branch offices, with appropriate density to remove the requirement for Ethernet to Desk connectivity and using wired connections only where required by specialist hardware (e.g., Video Conferencing equipment)</li> <li>Implement a guest WiFi solution, providing Internet access for visitors. This must be delivered as securely as possible, with a minimal equipment overhead, ensuring that internal FSA services and information can only be accessed by FSA staff using FSA equipment.</li> </ul>
3) <b>Remote Connectivity</b>	<ul style="list-style-type: none"> <li>Work with developers and other service providers to ensure that FSA services are designed to optimise remote connectivity without compromising security.</li> <li>Deliver the strategy to remove client VPNs and provide access to an increasingly Cloud First service architecture. This should use the most direct route achievable securely.</li> <li>It is expected that the FSA's Operations Transformation programme will result in significant changes to the requirement for broadband provision to meet plants - for example re-purposing connections for use with multiple mobile devices instead of single thin clients. The Network Connectivity Management provider will need both to engage with the programme advising on the options available and take a lead role in implementing the requirements</li> </ul>
4) <b>Azure Virtual Networking</b>	<ul style="list-style-type: none"> <li>Work with the Cloud Infrastructure Management provider to Optimise the Azure network and ensure that it meets a common architectural design.</li> <li>Take the lead role, working with FSA and our support partners, in removing our Current Azure Express Route, ensuring that required usage is migrated elsewhere.</li> </ul>
5) <b>PSN and Adjacent Networks</b>	<ul style="list-style-type: none"> <li>We anticipate that under the Future Networks for Government programme, services will be migrated from PSN to alternative hosted solutions. The Network Con-</li> </ul>

Service	Requirement
	nectivity Management provider will act as FSA's technical lead in migration projects, designing, configuring, testing, and implementing access to migrated services
<b>6) Network Management and Security</b>	<ul style="list-style-type: none"> <li>FSA is pursuing a Zero Trust strategy with a security focus on continuous client evaluation and authentication. We are looking to Network Connectivity Management to work in partnership with our Cloud infrastructure Management provider to enable Zero Trust without creating additional risk at the perimeter.</li> <li>In line with NCSC guidelines, FSA is currently migrating our external DNS provider to the Government Protected DNS service (PONS). There will be requirement for the Network Connectivity Management provider to work with us to test and implement DNS topologies and other services to minimise risk to performance for both service and user connections.</li> <li>Develop a unified, host agnostic service toolset - including elements both from within Azure and/or alternative providers to manage internet security and provide metrics and trends data to the FSA security team.</li> </ul>
<b>7) Technology Roadmap</b>	<ul style="list-style-type: none"> <li>Support and provide technical leadership of projects and programmes to deliver the FSA's Technology roadmap</li> <li>Work with other support providers to continually improve the technical infrastructure across all Service Groups</li> <li>Work with FSA, and provide pro-active expertise, to identify opportunities for roadmap development and enhancement resulting from business change and industry innovations.</li> </ul>

## 7. SERVICE REQUIREMENTS

Description	Purpose
<b>Service Availability</b>	<ul style="list-style-type: none"> <li>Availability of services, and the support <i>provision</i>, should be on a 24/7/365 basis</li> <li>A permanent onsite presence will not be required. However, FSA's expectation is that the Network Connectivity Management</li> </ul>

Description	Purpose
	provider will provide on-site engineering when required to meet SLAs for Incident, Problem and Change Management.
<b>Accessibility</b>	<ul style="list-style-type: none"> <li>The support provider shall ensure that all services and documentation meet current WCAG accessibility standards for their area of responsibility</li> </ul>
<b>User Access</b>	<ul style="list-style-type: none"> <li>The support provider shall adhere to the FSA User Access policy. Role based user access must be supported and integration with Azure AD</li> </ul>
<b>Assistive Technology</b>	<ul style="list-style-type: none"> <li>The support provider will be responsible of the full management of the assistive hardware and software</li> </ul>
<ul style="list-style-type: none"> <li>0 Service Management</li> <li>0</li> </ul>	<ul style="list-style-type: none"> <li>0 The support provider shall work to the respective FSA processes for Acceptance into Service, change management, Incident Management, Request Management, Knowledge Management, Problem Management, Service Asset and Configuration Management, and contribute as required for their areas of responsibility</li> <li>0 The support provider shall provide high- and low-level design documents for all services and solutions. These must be reviewed and updated on at least an annual basis and following the successful implementation of Changes, in line with the FSA knowledge management process</li> <li>0 The support provider shall contribute to the review of services, evaluation, definition, execution and monitoring of CSI initiatives, ensuring these are appropriately recorded and reported against</li> <li>0 ITIL principles must be followed</li> <li>0 The support provider will work on the FSA ServiceNow instance with respect to all service management processes</li> <li>0 The support provider shall participate in a monthly service review and shall report on their own performance, including but not limited to incident, request, change, problem, asset management, Continual Service Improvements, Risk, Security, monitoring, SLA performance, patching and endpoint compliance and any ongoing projects for their areas of responsibility. The Network Connectivity Management provider will also report on the performance of all connections and lines regardless of the separate nature of the circuit provision.</li> <li>0 The support provider will work to Service Level Agreements as specified in the FSA Service Level Agreement document</li> </ul>

Description	Purpose
<b>Ways of working</b>	<ul style="list-style-type: none"> <li>The support provider shall collaborate with the relevant FSA groups and other third-party support providers in line with the FSA collaboration charter, as well as participate in any testing and training as required</li> </ul>
<b>Support Provider's End User Devices</b>	<ul style="list-style-type: none"> <li>The support provider shall ensure that:               <ul style="list-style-type: none"> <li>FSA Data which resides on an uncontrolled support provider device is stored encrypted through a process agreed with the FSA</li> <li>Any Device used for FSA data is compliant with NCSC End User Devices Platform Security Guidance</li> </ul> </li> </ul>
<b>Networking</b>	<ul style="list-style-type: none"> <li>The Support provider will ensure that any FSA Data which it causes to be transmitted over any public network (including the Internet, mobile networks, or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted</li> </ul>
<b>Personnel Security</b>	<ul style="list-style-type: none"> <li>The support provider shall ensure that all personnel are subject to the appropriate pre-employment checks and any additional vetting / national security vetting clearance as required</li> </ul>
<b>Hosting and Location of FSA Data</b>	<ul style="list-style-type: none"> <li>The Support provider shall ensure that they and none of their Sub-contractors Process FSA Data outside the EEA (including backups) without the prior written consent of the FSA</li> </ul>

## 8. EVALUATION CRITERIA

### EVALUATION OF TENDERS

#### Qualification Envelope:

The qualification envelope will consist of a number of Yes/No questions that are key requirements of the Service. Any supplier unable to respond yes to all of these questions is asked not to respond to this Invitation to Tender.

#### Technical and Commercial Envelopes:

1 THE FSA WILL UNDERTAKE THE TECHNICAL EVALUATION AND COMBINE THIS WITH THE COMMERCIAL EVALUATION, TO DETERMINE THE SUCCESSFUL TENDERER.

2 THE TENDERERS APPLICATION CONSISTS OF THE:

- TECHNICAL ENVELOPE (70% OF OVERALL VALUE),
- COMMERCIAL ENVELOPE (30% OF OVERALL VALUE),

The overall Evaluation Weighting is summarised as follows:

Evaluation Weighting Summary			
Technical Envelope	Operational Requirements	Enterprise Connectivity	Questions
Technical Envelope: 75%	Operational Requirements - 40%	Enterprise Connectivity - 30%	Questions have been asked under each level 3 criteria.
		Office Connectivity - 10%	These can be found in the Operational Requirement response form, with the weightings for each question given as a percentage of the section they sit under.
		Connectivity for home and remote workers - 20%	
		Azure Virtual Network - 10%	
		Gateway Service - 10%	
		Network Management - 10%	
		Network Security - 10%	
	Transformation Requirements - 20%	Enterprise Architecture - 15%	Questions have been asked under each level 3 criteria.
		Branch Office Architecture - 30%	These can be found in the Transformation Requirement response form, with the weightings for each question given as a percentage of the section they sit under.
		Remote Connectivity - 20%	
		Azure Virtual Networking - 10%	
		PSN and Adjacent Networks - 5%	
		Network Management and Security - 10%	
		Technology Roadmap - 10%	
	Service Requirements - 30%	Service Management - 70%	Questions have been asked under each level 3 criteria.
		Ways of Working - 30%	These can be found in the Service Requirement response form, with the weightings for each question given as a percentage of the section they sit under.
	Social Value - 10%		

Commercial Envelope: 25%	Commercial Requirements - 100%	Transition Cost - 40%	Questions have been asked under each level 3 criteria.  These can be found in the Commercial Requirement response form, with the weightings for each question given as a percentage of the section they sit under.
		Initial Fixed Monthly Cost-60%	
		Rate Card (Non-Scoring Criteria)	

\* Weightings at Level 2 are given as a percentage of the Level 1 Weighting.

\* Weightings at Level 3 are given as percentage of the Level 2 weighting (for example Corporate Wide Area Networks Weightings are given as a percentage of the Operational requirements score of 30%)

### **The Technical Envelope**

The Technical Envelope is split in to 4 sections for evaluation. Guidance on how to complete each section is provided within the 4 response forms (Operational requirements, Transformation requirements, Service requirements, and Social Value requirements).

The scores awarded will be subject to the weightings given in Table 3.

All technical criteria will be evaluated as follows:

Table 3 Technical Scoring Criteria	
SCORE	DESCRIPTION OF EACH CRITERIA
100	Tender fully meets the criteria set
	Tender would require minor modification but almost fully meets the criteria with only a few gaps in the evidence remaining
60	Tender would require some modification but addresses most of the criteria, but may not be detailed enough and/or has several gaps remaining
30	Tender would require significant modification due to significant gaps
0	Tender does not meet the specification or policy

**The FSA will eliminate a Tenderer from the process, due to serious concerns over their ability to deliver the service, if the tenderer does not reach a minimum overall score of 60% in the technical evaluation.**

### **The Commercial Envelope**

Please complete the Commercial Requirement Response Form, the Transitional Commercial Template and the Initial Fixed Monthly Cost Template provided, answering requested questions including the rate card within the submission. Costs should be quoted excluding VAT for the purpose of comparison of tenders.

The information provided in the Commercial responses will be used by the Agency in the calculations below in order to evaluate the tender bids.

The Commercial envelope will be evaluated in line with the scoring matrix below (Table 4), except for the initial Fixed Monthly Cost (Question 2 on the commercial requirement response form: Initial Fixed Monthly Cost), which will be evaluated using the equation below:

$$\text{Score} = \frac{\text{Lowest Initial fixed monthly cost bid received}}{\text{Initial fixed monthly cost being evaluated}} \times 60\%$$

Table 4 - Commercial Scoring Matrix	
Score	Description For Score Of The Criteria
100	There is full justification for the costs and the overall resources are appropriate. The tender is the best value for money for the work proposed to meet the specific evidence requirement advertised
80	There is some justification for the costs and the overall resources requested. The tender is reasonable value for money for the work proposed to meet the specific evidence requirement advertised.
60	Limited rationale is given for the resources requested and/or the tender does not offer value for money, but is not poor value
30	The tender is relatively poor value for money with little/no justification for costs or resources requested.
0	The tender costs are not considered value for money and the applicant provided no rationale for costs or resources requested

## 9. TIMESCALES

The agency is working towards the following estimated timescales:

PROJECT TIMETABLE	
EXPECTED DATE	STAGE
22/11/2021	Clarification & Tender period opens
03/12/2021	Clarification question period closes 11:59am
15/12/2021	Tender closes - 11:59am
15/12/2021 - 24/01/2021	Evaluation of Suppliers service offering (including clarification questions)
24/01/2022	Appraisal panel meeting held
01/02/2022	Preferred Supplier Notified
01/03/2022	Contract awarded and signed



FS430636\_007 FSA Change Management Procedure.docx  
FS430636\_008 FSA Incident Management Procedure.docx  
FS430636\_009 FSA Security Incident Procedure 2019.pdf  
FS430636\_010 FSA Problem Management Process.docx  
FS430636\_011 FSA Knowledge Management Procedure.docx  
FS430636\_012 FSA Service Asset & Configuration Mgt Procedures.docx  
FS430636\_013 FSA Supplier Access Policy August 2019 v1.docx  
FS430636\_014 FSA IT Acceptable Use Policy Nov 2020 v3.2.docx  
FS430636\_015 ODD IT Evergreen Technology Roadmap.pdf  
FS430636\_016 FSA Request Fulfilment.docx  
FS430636\_017 Service Level Agreements.docx  
FS430636\_018 FSA Patching Policy Sept 2019 1.1.docx  
FSA430636\_019 FSA Network Diagram - Redacted.vsd  
FSA430636\_020 Office Kit List.xlsx

### **Tender Response:**

Please see Appendix E

## Attachment 2 - Charges and Invoicing

For the avoidance of doubt pricing detailed in this Attachment 2 for the Extension Period (Optional) shall be subject to indexation plus five (5) percent.

### Transitional Costs

*Role or Position within the project	Daily Rate (£/Day) as per the Rate Card Attached	Days to be spent on the project by role/grade	Total Cost	Comments
Service Transition Manager				Project Management Service Transition Service Knowledge Transfer, Reporting Knowledge Transfer and
Service Architect (Senior IT Manager)				
Lead Engineer - Infrastructure Operations				
Lead Infrastructure Engineer				Config Event Management
Tester				SS Testing Setup Service and
Senior Data Engineer				Reporting
IT Service Manager				Knowledge Transfer, Covered under Mgd Service Costs Knowledge Transfer, Covered under Mgd Service Costs
Engineer Infrastructure Ops				

Total Cost: [REDACTED]

### Initial Fixed Monthly Costs

Role or Position within the project	Daily Rate (£/Day) as per the Rate Card Attached	Days to be spent on the project by role/grade	Total Cost	Comments
<span style="background-color: black; color: black;">[REDACTED]</span>				
Client Principal	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	Provide Free of Charge
IT Service Manager	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Service Desk Manager	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Change & Release Manager	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Associated Engineer Infrastructure	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Engineer Infrastructure	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Acceptance into Service (IT Service Analyst)	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Incident Management	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Problem Management	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Request Management	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
Service & Asset Configuration Management	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	
(Business Relationship Manager) Customer satisfaction Surveys	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span>	

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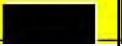


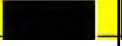
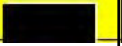
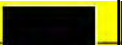

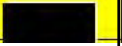
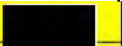


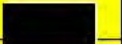
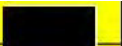

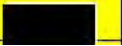

Business Continuity (Technical Architect)				
Network/Security Architect				

Total Cost: £-

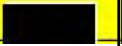
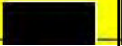
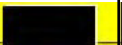


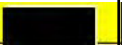
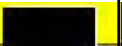
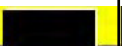
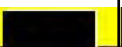



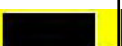

### Rate Card

DDaT Cluster	Role #	Role Family	DDaT Role	SFIA Role Level	Day Rate (£)
Data	1	Data Engineer	Head of Data Engineering	6	
Data	2	Data Engineer	Lead Data Engineer	5	
Data	3	Data Engineer	Senior Data Engineer	4	
Data	4	Data Engineer	Data Engineer	3	
Data	5	Data Scientist	Head of Data Science	6	
Data	6	Data Scientist	Senior Data Scientist	5	
Data	7	Data Scientist	Data Scientist	4	
Data	8	Data Scientist	Data Scientist	5	
Data	9	Data Scientist	Junior Data Scientist	3	
Data	10	Data Scientist	Junior Data Scientist	4	
Data	11	Data Scientist	Trainee Data Scientist	2	
Data	12	Data Scientist	Trainee Data Scientist	3	
Data	13	Performance Analyst	Head of Performance Analysis	6	
Data	14	Performance Analyst	Head of Performance Analysis	7	

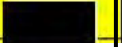



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Data	15	Performance Analyst	Lead performance Analyst	5	
Data	16	Performance Analyst	Lead performance Analyst	6	
Data	17	Performance Analyst	Senior Performance Analyst	5	
Data	18	Performance Analyst	Performance Analyst	3	
Data	19	Performance Analyst	Performance Analyst	4	
Data	20	Performance Analyst	Associate Performance Analyst	2	
Data	21	Performance Analyst	Associate Performance Analyst	3	
Data	22	Data Analyst	Principal Data Analyst	5	
Data	22	Data Analyst	Senior Data Analyst	4	
Data	23	Data Analyst	Data Analyst	3	
Data	23	Data Analyst	Associate Analyst	1	
IT Ops	24	Business Relationship Manager	Lead Business Relationship Manager	6	
IT Ops	24	Business Relationship Manager	Lead Business Relationship Manager	7	
IT Ops	25	Business Relationship Manager	Senior Business Relationship Manager	6	
IT Ops	25	Business Relationship Manager	Business Relationship Manager	4	
IT Ops	26	Change and Release Manager	Change and Release Manager	5	


# Crown Commercial Service

IT Ops	27	Change and Re- lease Manager	Change and Release Ana- lyst	3	
IT Ops	28	Change and Re- lease Manager	Configura- tion Analyst	2	
IT Ops	29	Command and Control	Head of Command and Control	6	
IT Ops	30	command and Control	Operational Control Man- ager	5	
IT Ops	31	command and Control	Senior Ops Analysts C&C	4	
IT Ops	32	Command and Control	C and C OPs Analyst	3	
IT Ops	33	Applications Op- erations	Principal En- gineer -Ap- plication Op- erations	6	
IT Ops	34	Applications Op- erations	Lead Engi- neer - Appli- cation Oper- ations	5	
IT Ops	35	Applications Op- erations	Senior Engi- neer - Appli- cation Oper- ations	4	
IT Ops	36	Applications Op- erations	Engineer Ap- plication Op- erations	3	
ITOps	37	Applications Op- erations	Associate En- gineer -Ap- plication Ops	2	
IT Ops	38	Engineer EndUser	Principal En- gineer - End User Compu- ting	6	
IT Ops	39	Engineer EndUser	Lead Engi- neer-End User Compu- ting	5	
IT Ops	40	Engineer EndUser	Senior Engi- neer - End User Compu- ting	4	

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IT Ops	41	Engineer EndUser	Engineer End User Computing	3	
IT Ops	42	Engineer EndUser	Associate Engineer - End User Computing	2	
IT Ops	43	Engineer Infrastructure	Principal Engineer - Infrastructure Ops	6	
IT Ops	44	Engineer Infrastructure	Lead Engineer - Infrastructure Operations	5	
IT Ops	45	Engineer Infrastructure	Senior Engineer - Infrastructure Operations	4	
IT Ops	46	Engineer Infrastructure	Engineer Infrastructure Ops	3	
IT Ops	47	Engineer Infrastructure	Associate Engineer - Infrastructure Operations	2	
IT Ops	48	Incident Manager	Major Incident Manager	5	
IT Ops	49	Incident Manager	Incident Manager	4	
IT Ops	50	IT Service Manager	Head of IT Service Management	6	
IT Ops	51	IT Service Manager	Senior IT Service Manager	5	
IT Ops	52	IT Service Manager	IT Service Manager	4	
IT Ops	53	IT Service Manager	IT Service Analyst	3	
IT Ops	54	Problem Manager	Problem Manager	4	
IT Ops	55	Problem Manager	Problem Analyst	3	
IT Ops	56	ServiceDesk Manager	Head of Service Desk	5	

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IT Ops	57	ServiceDesk Manager	Service Desk Manager	4	
IT Ops	58	ServiceDesk Manager	Senior Service Desk Analyst	3	
IT Ops	59	ServiceDesk Manager	Service Desk Analyst	2	
IT Ops	60	Service Transition Manager	Lead Service Transition Manager	6	
IT Ops	61	Service Transition Manager	Service Transition Manager	5	
IT Ops	62	Service Transition Manager	Service Readiness Analyst	4	
IT Ops	63	Service Transition Manager	Service Acceptance Analyst	3	
Product Delivery	64	Business Analysis	Principal Business Analysts	6	
Product Delivery	65	Business Analysis	Senior Business Analyst	5	
Product Delivery	66	Business Analysis	Business Analyst	4	
Product Delivery	67	Business Analysis	Junior Business Analyst	3	
Product Delivery	68	Business Analysis	Apprentice Business Analyst	1	
Product Delivery	69	Delivery	Programme Delivery Manager	7	
Product Delivery	70	Delivery	Service Owner	7	
Product Delivery	71	Delivery	Head of Delivery Management	7	
Product Delivery	72	Delivery	Senior Delivery Manager	6	
Product Delivery	73	Delivery	Delivery Manager	5	
Product Delivery	74	Delivery	Associate Del Manager	4	
Product Delivery	75	Product Manager	Head Product Manager	6	

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Product Delivery	76	Product Manager	Lead Product Manager	5	
Product Delivery	77	Product Manager	Senior Product Manager	4	
Product Delivery	78	Product Manager	Product Manager	3	
Product Delivery	79	Product Manager	Associate Product Manager	2	
QAT	80	QAT Analyst	Lead QAT Tester	6	
QAT	81	QAT Analyst	Senior QAT Analyst	5	
QAT	82	QAT Analyst	QAT Analyst	4	
QAT	83	QAT Analyst	QAT Tester	3	
QAT	84	Test Engineer	Lead Test Engineer	6	
QAT	85	Test Engineer	Senior Test Engineer	5	
QAT	86	Test Engineer	Test Engineer	4	
QAT	87	Test Engineer	Tester	3	
QAT	88	Test Manager	Test Manager	6	
Technical	89	Data Architect	Chief Data Architect	6	
Technical	90	Data Architect	Chief Data Architect	7	
Technical	91	Data Architect	Senior Data Architect	5	
Technical	92	Data Architect	Senior Data Architect	6	
Technical	93	Data Architect	Data Architect	4	
Technical	94	DevOps	Principal Dev Ops	6	
Technical	95	DevOps	Lead Dev Ops	5	
Technical	96	DevOps	Senior DevOps	4	
Technical	97	DevOps	DevOps	3	
Technical	98	DevOps	Junior DevOps	2	
Technical	99	DevOps	Apprentice DevOps	1	

Technical	100	Infrastructure Engineer	Principal Infrastructure Engineer	6
Technical	101	Infrastructure Engineer	Lead Infrastructure Engineer	5
Technical	102	Infrastructure Engineer	Senior Infrastructure Engineer	4
Technical	103	Infrastructure Engineer	Infrastructure Engineer	3
Technical	104	Infrastructure Engineer	Associate Infrastructure Engineer	2
Technical	105	Network Architect	Lead Network Architect	6
Technical	106	Network Architect	Network Architect	5
Technical	107	Network Architect	Associate Network Architect	4
Technical	108	Security Architect	Principal Security Architect	6
Technical	109	Security Architect	Lead Security Architect	5
Technical	110	Security Architect	Senior Technical Architect	4
Technical	111	Software Developer	Principal Software Developer	6
Technical	112	Software Developer	Lead Software Developer	5
Technical	113	Software Developer	Senior Software Developer	4
Technical	114	Software Developer	Software Developer	3
Technical	115	Software Developer	Junior Software Developer	2
Technical	116	Software Developer	Associate Developer	1

Technical	117	Software Developer	Head of Frontend Development	6		
Technical	118	Software Developer	Lead Frontend Developer	5		
Technical	119	Software Developer	Senior Frontend Developer	5		
Technical	120	Software Developer	Frontend Developer	4		
Technical	121	Software Developer	Junior Frontend Developer	3		
Technical	122	Technical Architect	Principal Technical Architect	7		
Technical	123	Technical Architect	Lead Technical Architect	6		
Technical	124	Technical Architect	Senior Technical Architect	5		
Technical	125	Technical Architect	Technical Specialist Architect	5		
Technical	126	Technical Architect	Technical Architect	4		
Technical	127	Technical Architect	Associate Technical Architect	3		
User Centred Design	128	Content Designer	Head of Content Design	6		
User Centred Design	129	Content Designer	Lead Content Designer	5		
User Centred Design	130	Content Designer	Lead Content Designer	6		
User Centred Design	131	Content Designer	Senior Content Designer	5		
User Centred Design	132	Content Designer	Content Designer	4		
User Centred Design	133	Content Designer	Junior Content Designer	3		
User Centred Design	134	Content Designer	Associate Content Designer	2		

User Centred Design	135	Content Designer	Apprentice Content Designer	1		
User Centred Design	136	Graphic Interaction Designer	Head of Graphic/Interaction Designer	6		
User Centred Design	137	Graphic Interaction Designer	Lead Graphic/Interaction Designer	5		
User Centred Design	138	Graphic Interaction Designer	Lead Graphic/Interaction Designer	6		
User Centred Design	139	Graphic Interaction Designer	Senior Graphic/Interaction Designer	5		
User Centred Design	140	Graphic Interaction Designer	Graphic/Interaction Designer	4		
User Centred Design	141	Graphic Interaction Designer	Junior Graphic/Interaction Designer	3		
User Centred Design	142	Graphic Interaction Designer	Associate Graphic/Interaction Designer	2		
User Centred Design	143	Graphic Interaction Designer	Apprentice Graphic/Interaction Designer	1		
User Centred Design	143	Service Designer	Head of Service Design	7		
User Centred Design	144	Service Designer	Lead Service Designer	6		
User Centred Design	144	Service Designer	Senior Service Designer	5		
User Centred Design	145	Service Designer	Service Designer	4		
User Centred Design	146	Service Designer	Junior Service Designer	3		
User Centred Design	147	Service Designer	Associate Service Designer	2		

User Centred Design	148	Technical Writer	Content Strategist	6
User Centred Design	149	Technical Writer	Lead Technical Writer	6
User Centred Design	150	Technical Writer	Technical Writer	5
User Centred Design	151	User Researcher	Head of User Research	6
User Centred Design	152	User Researcher	Head of User Research	7
User Centred Design	153	User Researcher	Lead User Researcher	6
User Centred Design	153	User Researcher	Senior User Researcher	5
User Centred Design	154	User Researcher	User Researcher	4
User Centred Design	154	User Researcher	Junior User Researcher	3
User Centred Design	155	User Researcher	Associate User Researcher	2
User Centred Design	155	User Researcher	Apprentice User Researcher	1
No DDaT Cluster Mapping	156	Security and Privacy	Head of Information Security	7
No DDaT Cluster Mapping	156	Security and Privacy	Lead Information Security Adviser	6
No DDaT Cluster Mapping	157	Security and Privacy	Senior Information Security Adviser	5
No DDaT Cluster Mapping	158	Security and Privacy	Information Security Adviser	4
No DDaT Cluster Mapping	159	Security and Privacy	Junior Information Security Adviser	3
No DDaT Cluster Mapping	160	Security and Privacy	Head of Information Assurance	7
No DDaT Cluster Mapping	161	Security and Privacy	Lead Information Assurance Adviser	6

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<b>No DDaT Cluster Mapping</b>	162	Security and Privacy	Senior Information Assurance Adviser	5	
<b>No DDaT Cluster Mapping</b>	163	Security and Privacy	Information Assurance Adviser	4	
<b>No DDaT Cluster Mapping</b>	164	Security and Privacy	Junior Information Assurance Adviser	3	
<b>No DDaT Cluster Mapping</b>	165	Security and Privacy	Lead Personal Data Protection Adviser	6	
<b>No DDaT Cluster Mapping</b>	166	Security and Privacy	Senior Personal Data Protection Adviser	5	

### Attachment 3 - Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
FSA-1	Delivery	There is a risk that existing services and processes are not sufficiently defined	Start of Take on	Low	N/A	Delay in take on	Detailed discovery at the start of engagement and agree detailed transition plans to ensure effective handover	N/A	N/A	UBDS/FSA
FSA-2	Delivery	There is a risk that transition timescales may be insufficient	Start of Take on	Medium	N/A	Prolonged transition	Agree detailed implementation and engagement plans at	N/A	N/A	UBDS/FSA



		t for effective handover					collaborative kick off session			
FSA-3	Delivery	There is a risk that governance requirements, known or unknown, extend the lead times for completing transitions	Start of take on	Low	N/A	Prolonged Transition	Conduct a detailed discovery exercise at the start of the engagement to confirm all required governance (Design, Procurement, Change Management, Acceptance into Service etc.) and agree detailed schedules for attending these	N/A	N/A	UBDS/FSA
FSA-4	Resource	There is a risk that the	Transition	Medium	N/A	Delayed Transition	Agree detailed implementati	N/A	N/A	FSA



		delivery teams do not have access to FSA and FSA supplier resources when required					on and engagement plans at collaborative kick off session			
FSA-5	Technical	There is a risk that components of the NCM service will have dependencies on other FSA suppliers	Transition	Medium	N/A	Delayed transition	Engage with all relevant FSA suppliers, and review FSA technology roadmap to ensure alignment and ensure collective understanding of dependencies	N/A	N/A	UBDS
FSA-6	Technical	There is a risk that	Take On	Medium	Unknown	Hardware/S software	Conduct a detailed	Unknown	N/A	UBDS/FSA



		existing NCM hardware and software is at or near end of life vendor support				may not be supportable from Vendor	discovery exercise at the start of the engagement to confirm the status of all in scope hardware and software and agree remediation plans and mitigations			
FSA-7	Technical	There is a risk that existing NCM monitoring and alerting infrastructure is not transferable from the incumbent	Take On	Medium	N/A	Delayed Transition	Engage LittleFish to understand current monitoring approach and agree transition plan	N/A	N/A	UBDS

FSA-8	Technical	There is a risk that transformation requirements are not known, and may impact on operational delivery	Post Take on	Medium	Unknown	Unknown	Agree detailed implementation and engagement plans at collaborative kick off session	Unknown	Unknown	FSA/UBDS
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## Attachment 4 - Early Termination Fee(s)

Insert calculation for any early termination fee(s) – see Call-Off Terms Clause 36.2.1.



## Attachment 4 – Outline Implementation Plan

#	Milestone	Deliverables ( <i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i> )	Duration (Working Days)	Milestone Date
M1	[Concept Design]	[Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]		
M2	[Full Development]	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]		
M3	[System User Testing]	[System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]		
M4	[User Readiness for Service]	[Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]		
M5	[Implementation]	[Implementation Plan Training Scripts]		
M6	[In Service Support]	[Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]		

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

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

### Part A - Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
		<i>Contract Period</i>
		<i>Contract Period</i>
		<i>Contract Period</i>

### Part B - Key Sub-Contractors

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



## Attachment 6 – Software

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

### Part A – Supplier Software

The Supplier Software includes the following items:

Software to be defined at a later date if any kit and licensing is required to deliver the service

### Part B – Third Party Software

The Third Party Software shall include the following items:

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



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## PART A - SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Please See Appendix F

### Attachment 7 - Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

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

[REDACTED]

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

[REDACTED]

**1.1.1.3-.,mply** with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b><i>The Parties are Joint Controllers</i></b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Delivery of the service described above.</li></ul> <p>For the purpose of Clause 1.2 of the joint controller clauses the Buyer shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e). The buyers privacy policy should aoolY.</p>
Duration of the processing	<p><b><i>For the duration of the contract. Once the contract has come to term or is terminated the supplier will destroy the data collected and held in an appropriate manner in line with UK GDPR within 30 working days.</i></b></p>
Nature and purposes of the processing	<p><b><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</i></b></p> <p><b><i>The purpose includes: delivery of the contract.</i></b></p>
Type of Personal Data	<p><b><i>This includes names, address', telephone numbers, pay, third party contracts/suppliers, images.</i></b></p>

Categories of Data Subject	<b><i>This includes Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website, sites and locations.</i></b>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<b><i>Held for the duration of the contract and all data held destroyed in an appropriate way within 30 working days of the contract coming to term.</i></b>

## **ANNEX 1 - CALL OFF TERMS AND ADDITIONAL/ALTERNATIVE SCHEDULES AND CLAUSES.**

### **ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5**

#### **ALTERNATIVE CLAUSES**

Scots Law  
Northern Ireland Law  
Joint Controller Clauses

#### **ADDITIONAL CLAUSES AND SCHEDULES**

##### **SCHEDULES**

- S1 Implementation Plan
- S2 Testing Procedures
- S3 Security Requirements (either Part A or Part B)
- S6 Business Continuity and Disaster Recovery
- S7 Continuous Improvement
- S8 Guarantee

##### **CLAUSES**

- C1 Relevant Convictions
- C2 Security Measures
- C3 Collaboration Agreement

Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially immediately after Clause 55. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10.

## **ADDITIONAL CLAUSES AND SCHEDULES - SCHEDULES**

### **S1 IMPLEMENTATION PLAN**

#### **1. INTRODUCTION**

1.1 This Schedule S1 (Implementation Plan):

- 1.1.1 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- 1.1.2 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

#### **2. OUTLINE IMPLEMENTATION PLAN**

- 2.1 The Outline Implementation Plan is set out in Attachment 3 (outline Implementation Plan) the Order Form.
- 2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause)).

#### **3. APPROVAL OF THE DETAILED IMPLEMENTATION PLAN**

- 3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Buyer for approval within twenty (20) Working Days of the Commencement Date.
- 3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:
  - 3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
  - 3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:

- (a) the completion of each design document;

- (b) the completion of the build phase;
  - (c) the completion of any Testing to be undertaken in accordance with Schedule S2 (Testing Procedures); and
  - (d) training and roll-out activities;
- 3.2.3 clearly outlines all the steps required to implement the Milestones to be achieved in the next 15 months (or such other period agreed between the Parties), together with a high level plan for the rest of the programme;
  - 3.2.4 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
  - 3.2.5 is produced using a software tool as specified, or agreed by the Buyer.
- 3.3 Prior to the submission of the draft Detailed Implementation Plan to the Buyer in accordance with Paragraph 3.1, the Buyer shall have the right:
- 3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
    - (a) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
    - (b) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
    - (c) any other work in progress in relation to the Detailed Implementation Plan; and
  - 3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
- 3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Buyer shall:
- 3.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
  - 3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Buyer.
- 3.5 If the Buyer rejects the draft Detailed Implementation Plan:
- 3.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
  - 3.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Buyer for the Buyer's approval within twenty (20) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 3.6 If the Buyer approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Buyer's notice of approval.

#### **4. UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN**

- 4.1 Following the approval of the Detailed Implementation Plan by the Buyer:
- 4.1.1 the Supplier shall submit a revised Detailed Implementation Plan to the Buyer every three (3) months starting three (3) months from the Commencement Date;
  - 4.1.2 without prejudice to Paragraph 4.1.1, the Buyer shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Buyer within twenty (20) Working Days of receiving such a request from the Buyer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
  - 4.1.3 any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
  - 4.1.4 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Management Board (as defined in Part B of Schedule 7 (Governance) where used) or any such service management board established under Part A of Schedule 7 (Governance) where used. In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of such meeting.
- 4.2 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- 4.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
  - 4.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause).
- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Buyer.
- #### **5. GOVERNMENT REVIEWS**
- 7.3 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

## **S2      TESTING PROCEDURES**

### **1.      DEFINITIONS**

In this Schedule S2 (Testing Procedures), the following definitions shall apply:

<b>“Component”</b>	any constituent parts of the infrastructure for a Service, hardware or Software;
<b>“Material Test Issue”</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>“Severity Level”</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>“Test Certificate”</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable has satisfied its relevant Test Success Criteria;
<b>“Test Issue”</b>	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
<b>“Test Issue Threshold”</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>“Test Issue Management Log”</b>	a log for the recording of Test Issues as described further in Paragraph 9.1;
<b>“Test Plan”</b>	a plan: <ul style="list-style-type: none"> <li>(a) for the Testing of Deliverables; and</li> <li>(b) setting out other agreed criteria related to the achievement of Milestones,</li> </ul> as described further in Paragraph 5;
<b>“Test Reports”</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>“Test Specification”</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7;
<b>“Test Strategy”</b>	a strategy for the conduct of Testing as described further in Paragraph 4;
<b>“Test Success Criteria”</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6;
<b>“Test Witness”</b>	any person appointed by the Buyer pursuant to Paragraph 10.1; and
<b>“Testing Procedures”</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule S2 (Testing Procedures).

## 2. RISK

- 2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

- 2.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
  - 2.1.2 affect the Buyer's right subsequently to reject:
    - (a) all or any element of the Deliverables to which a Test Certificate relates; or
    - (b) any Milestone to which the Milestone Achievement Certificate relates.
- 2.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:
  - 2.2.1 the Services are implemented in accordance with this Contract; and
  - 2.2.2 each Service Level is met in accordance with this Contract.

### **3. TESTING OVERVIEW**

- 3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.
- 3.2 The Supplier shall not submit any Deliverable for Testing:
  - 3.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 3.2.2 until the Buyer has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
  - 3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 3.4 Prior to the issue of a Test Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 3.5 Any Disputes between the Buyer and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

### **4. TEST STRATEGY**

- 4.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in writing) after the Commencement Date.
- 4.2 The final Test Strategy shall include:
  - 4.2.1 an overview of how Testing will be conducted in accordance with the Implementation Plan;

- 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
- 4.2.3 the method for mapping the expected Test results to the Test Success Criteria;
- 4.2.4 the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
- 4.2.5 the procedure to be followed to sign off each Test;
- 4.2.6 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
- 4.2.7 the names and contact details of the Buyer's and the Supplier's Test representatives;
- 4.2.8 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Buyer and/or third party involvement in the conduct of the Tests;

(a) the technical environments required to support the Tests; and

(b) the procedure for managing the configuration of the Test environments.

## **5. TEST PLANS**

5.1 The Supplier shall develop Test Plans and submit these for the approval of the Buyer as soon as practicable but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).

5.2 Each Test Plan shall include as a minimum:

5.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being tested and, for each Test, the specific Test Success Criteria to be satisfied;

5.2.2 a detailed procedure for the Tests to be carried out, including:

(a) the timetable for the Tests, including start and end dates;

(b) the Testing mechanism;

(c) dates and methods by which the Buyer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;

(d) the mechanism for ensuring the quality, completeness and relevance of the Tests;

(e) the format and an example of Test progress reports and the process with which the Buyer accesses daily Test schedules;

(f) the process which the Buyer will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;

(g) the Test Schedule;

- (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

5.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Buyer in the Test Plans.

## **6. TEST SUCCESS CRITERIA**

7.4 The Test Success Criteria for each Test that must be Achieved for the Supplier to Achieve a Milestone shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

## **7. TEST SPECIFICATION**

7.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).

7.2 Each Test Specification shall include as a minimum:

7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

7.2.2 a plan to make the resources available for Testing;

7.2.3 Test scripts;

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

7.2.5 expected Test results, including:

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

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

## **8. TESTING**

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

8.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10.

8.3 The Supplier shall notify the Buyer at least ten (10) Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests, except where the Buyer has specified in writing that such attendance is not necessary.

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

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

- 8.5.1 a draft Test Report not less than two (2) Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
  - 8.5.2 the final Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 8.6.1 an overview of the Testing conducted;
  - 8.6.2 identification of the relevant Test Success Criteria that have been satisfied;
  - 8.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
  - 8.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 8.6.5 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and
  - 8.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

## **9. TEST ISSUES**

- 9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 9.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 9.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

## **10. TEST WITNESSING**

- 10.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses:
  - 10.3.1 shall actively review the Test documentation;

- 10.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
- 10.3.3 shall not be involved in the execution of any Test;
- 10.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 10.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

## 11. TEST QUALITY AUDIT

- 11.1 Without prejudice to its rights pursuant to Clause 29.2 (Records and Audit), the Buyer may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.
- 11.2 The focus of the Testing Quality Audits shall be on:
  - 11.2.1 adherence to an agreed methodology;
  - 11.2.2 adherence to the agreed Testing process;
  - 11.2.3 adherence to the Quality Plan;
  - 11.2.4 review of status and key development issues; and
  - 11.2.5 identification of key risk areas.
- 11.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.4 The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Buyer will materially and adversely impact the Implementation Plan.
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule S2, the Buyer witnessing Tests and demonstrations of the Deliverables to the Buyer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Buyer on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 11.6 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall:

- 11.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
- 11.6.2 subsequently prepare a written report for the Supplier detailing its concerns,

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

- 11.7 In the event of an inadequate response to the Buyer's report from the Supplier, the Buyer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

## **12. OUTCOME OF TESTING**

- 12.1 The Buyer shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 12.2.1 the Buyer may issue a Test Certificate conditional upon the remediation of the Test Issues;
  - 12.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 12.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 12.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

## **13. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**

- 13.1 The Buyer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 13.1.1 the issuing by the Buyer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 13.1.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
- 13.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 2 (Charges and Invoicing).

- 13.3 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out:
- 13.3.1 the applicable Test Issues ; and
  - 13.3.2 any other reasons for the relevant Milestone not being Achieved.
- 13.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Milestone Achievement Certificate.
- 13.5 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 13.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 13.6.1 any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 13.3); and
  - 13.6.2 where the Buyer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## ANNEX 1: TEST ISSUES - SEVERITY LEVELS

- .8 Severity Level 1 Test Issue: a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;**
- .9 Severity Level 2 Test Issue: a Test Issue for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:**
- (a) causes a Component to become unusable;
  - (b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - (c) has an adverse impact on any other Component(s) or any other area of the Services;
- .10 Severity Level 3 Test Issue: a Test Issue which:**
- (a) causes a Component to become unusable;
  - (b) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - (c) has an impact on any other Component(s) or any other area of the Services;
- but for which, as reasonably determined by the Buyer, there is a practicable workaround available;
- .11 Severity Level 4 Test Issue: a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services; and**
- .12 Severity Level 5 Test Issue: a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Services**

## ANNEX 2: TEST CERTIFICATE

To: [NAME OF SUPPLIER]

FROM: [NAME OF BUYER]

[Date]

Dear Sirs,

### TEST CERTIFICATE

Deliverables: [insert description of Deliverables]

We refer to the contract (the “Contract”) relating to the provision of the Services between the [name of Buyer] (the “Buyer”) and [name of Supplier] (the “Supplier”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

**OR**

[This Test Certificate is issued pursuant to Paragraph 12.1 of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

*\*delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [name of Buyer]

### ANNEX 3: MILESTONE ACHIEVEMENT CERTIFICATE

To: [NAME OF SUPPLIER]

FROM: [NAME OF BUYER]

[Date]

Dear Sirs,

#### MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [insert description of Milestone]

We refer to the contract (the “Contract”) relating to the provision of the Services between the [name of Buyer] (the “Buyer”) and [name of Supplier] (the “Supplier”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that all the Deliverables relating to Milestone [number] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]\*

**OR**

[This Milestone Achievement Certificate is granted pursuant to Paragraph 13.1 of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 2 (Charges and Invoicing)]\*

*\*delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [name of Buyer]

## **S3 SECURITY REQUIREMENTS**

### **PART A – SHORT FORM SECURITY REQUIREMENTS**

#### **1. DEFINITIONS**

- 1.1 In this Part A of Schedule S3 (Security Requirements), the following definitions shall apply:

**"Security  
Management  
Plan"**

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 is set out in the Order Form and as updated from time to time.

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#### **2. COMPLIANCE WITH SECURITY REQUIREMENTS AND UPDATES**

- 2.1 The Supplier shall comply with the Security Policy and the requirements of this Schedule S3 (Security Requirements) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2 Where the Security Policy applies, the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 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 Services it may propose a Change 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 then be subject to the Change Control Procedure.
- 2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Change Control Procedure the Supplier shall continue to provide the Services 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 Services, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Services and/or the Buyer Data; and
  - 3.2.4 where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.

.12.1

- 3.3 The references to standards, guidance and policies contained or set out in this Schedule 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 Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

**4. SECURITY MANAGEMENT PLAN**

**Introduction**

- 4.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Part A of Schedule S3 (Security Requirements). The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

**Content of Security Management Plan**

- 4.2 The Security Management Plan shall:
- 4.2.1 comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - 4.2.2 identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
  - 4.2.3 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Buyer with access to the Services, processes associated with the provision of the Services, the Buyer Premises, the Sites and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
  - 4.2.4 be developed to protect all aspects of the Services and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
  - 4.2.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the 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 Services comply with the provisions of this Contract;
  - 4.2.6 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 2.1 the Security Policy; and
  - 4.2.7 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 Services and shall only

reference documents which are in the possession of the Parties or whose location is otherwise specified in this Part A Schedule S3 (Security Requirements).

#### **Development of the Security Management Plan**

- 4.3 Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph 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 set out in the Order Form.
- 4.4 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3, or any subsequent revision to it in accordance with Paragraph 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 Part A Schedule S3 (Security Requirements). If the Security Management Plan is not approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.5 The Buyer shall not unreasonably withhold or delay its decision to approve or not the Security Management Plan pursuant to Paragraph 4.4. 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.
- 4.6 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.4 or of any change to the Security Management Plan in accordance with Paragraph 4 shall not relieve the Supplier of its obligations under this Part A Schedule S3 (Security Requirements).

#### **Amendment of the Security Management Plan**

- 4.7 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - 4.7.1 emerging changes in Good Industry Practice;
  - 4.7.2 any change or proposed change to the Services and/or associated processes;
  - 4.7.3 where necessary in accordance with Paragraph 2.1, any change to the Security Policy;
  - 4.7.4 any new perceived or changed security threats; and
  - 4.7.5 any reasonable change in requirements requested by the Buyer.
- 4.8 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:
  - 4.8.1 suggested improvements to the effectiveness of the Security Management Plan;
  - 4.8.2 updates to the risk assessments; and
  - 4.8.3 suggested improvements in measuring the effectiveness of controls.

4.9 Subject to Paragraph 4.10, 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 4.7, a request by the Buyer or otherwise) shall be subject to the Change Control Procedure.

4.10 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 Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **5. SECURITY BREACH**

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

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

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

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

5.3.2 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;

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

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

5.4 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 2.1) or the requirements of this Part A Schedule S3 (Security Requirements), then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **S6 BUSINESS CONTINUITY AND DISASTER RECOVERY**

### **.1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

"BCDR Plan" has the meaning given to it in Paragraph 2.1 of this Schedule;

"Business Continuity Plan" has the meaning given to it in Paragraph 2.2.2 of this Schedule;

"Disaster Recovery Plan" has the meaning given to it in Paragraph 2.2.3 of this Schedule;

<b>"Related Supplier"</b>	any person who provides services to the Buyer which are related to the Services from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;

## 2. BCDR Plan

- 2.1 At least ninety (90) Working Days prior to the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
  - 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
  - 2.1.2 the recovery of the Services in the event of a Disaster
- 2.2 The BCDR Plan shall be divided into three sections:
  - 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
  - 2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

## 3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
  - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
    - (b) identification of any single points of failure within the provision of the Services and processes for managing those risks;

- (c) identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

#### **4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services; and
  - 4.2.3 set out the circumstances in which the Business Continuity Plan is invoked.

#### **5. Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during

any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Sub-Contractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;
  - 5.2.9 post implementation review process;
  - 5.2.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
  - 5.2.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
  - 5.2.12 testing and management arrangements.

## 6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every 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.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

## **7. Testing the BCDR Plan**

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

## **8. Invoking the BCDR Plan**

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

## **S7 CONTINUOUS IMPROVEMENT**

### **1. SUPPLIER'S OBLIGATIONS**

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 1.3.1 identifying the emergence of relevant new and evolving technologies;
  - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 1.3.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
  - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.
- 1.5 The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.
- 1.8 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.5:
  - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and

1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
- 1.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## **S8      GUARANTEE**

### **1.      GUARANTEE**

1.1      Where a Buyer has stipulated in the Order Form that the award of this Contract is conditional upon the receipt of a Guarantee then, on or prior to the Commencement Date or on any other date specified by the Buyer, the Supplier shall deliver to the Buyer:

1.1.1      an executed Guarantee from a Guarantor; and

1.1.2      a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

1.2      Where a Buyer has procured a Guarantee from the Supplier under Paragraph 1.1 above, the Buyer may terminate the Contract for material Default where:

1.2.1      the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;

1.2.2      the Guarantor is in breach or anticipatory breach of the Guarantee;

1.2.3      an Insolvency Event occurs in respect of the Guarantor;

1.2.4      the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

1.2.5      the Supplier fails to provide any of the documentation required by Paragraph 1.1 by the date so specified by the Buyer;

and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.

**ANNEX – FORM OF GUARANTEE**

**DEED OF GUARANTEE**

**PROVIDED BY**

**[INSERT NAME OF THE GUARANTOR]**

**FOR THE BENEFIT OF**

**[INSERT NAME OF THE BENEFICIARY]**

## DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the                      day of                      20[ ]

### PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

### WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In this Deed of Guarantee:

1.1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.1.2 the words and phrases below shall have the following meanings:

<b>["Beneficiary"</b>	means [insert name of the Buyer with whom the Supplier enters into a Contract] and "Beneficiaries" shall be construed accordingly;]
<b>["Contract"</b>	means the call off contract between the Supplier and the Buyer;]
<b>["Framework Contract"</b>	means the framework contract with Framework Reference RM6100 between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;]
<b>["Guaranteed Agreement"</b>	means the Contract;]
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
<b>"Supplier"</b>	means [Insert the name, address and registration number of the Supplier as each appears in the Contract].

- 1.2 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

- 1.3 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.4 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.5 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.6 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.7 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.8 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.9 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.10 references to liability are to include any liability whether actual, contingent, present or future.

## **2. GUARANTEE AND INDEMNITY**

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
  - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
  - 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

### **3. OBLIGATION TO ENTER INTO A NEW CONTRACT**

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

### **4. DEMANDS AND NOTICES**

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

- 4.2.1 if delivered by hand, at the time of delivery; or
- 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
- 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.
- 5. BENEFICIARY'S PROTECTIONS**
- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
  - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
  - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
  - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

## **6. GUARANTOR INTENT**

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

## **7. RIGHTS OF SUBROGATION**

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

## **8. DEFERRAL OF RIGHTS**

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
  - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
  - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
  - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
  - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
  - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
  - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
    - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
- (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
- (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

**10. PAYMENTS AND SET-OFF**

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

**11. GUARANTOR'S ACKNOWLEDGEMENT**

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

**12. ASSIGNMENT**

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

**13. SEVERANCE**

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

**14. THIRD PARTY RIGHTS**

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**15. SURVIVAL**

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

**16. GOVERNING LAW**

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 17. [Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]**
- 17.1 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

## ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES

### C1

#### 1. RELEVANT CONVICTIONS

1.1 For the purpose of this Clause, the following definitions shall apply:

**“Conviction”** means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; and

**“Relevant Conviction”** means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Buyer in the Order Form.

1.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the approval of the Buyer.

1.3 Notwithstanding Clause 1.3.1, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

1.3.1 carry out a check with the records held by the Department for Education (DfE);

1.3.2 conduct thorough questioning regarding any Relevant Convictions; and

1.3.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

- .13 and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.**

## **C2**

### **1. SECURITY MEASURES**

- 1.1 For the purpose of this Clause, the following definitions shall apply:

<b>“Document”</b>	includes specifications, plans, drawings, photographs and books;
<b>“Secret Matter”</b>	means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter be, by a notice in writing given by the Buyer to the Supplier be designated 'top secret' or 'secret'; and
<b>“Servant”</b>	where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

- 1.2 The Supplier shall not, either before or after the completion or termination of this Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a Secret Matter being:

- 1.2.1 without the prior consent in writing of the Buyer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
- 1.2.2 disclosed to or acquired by a person as respects whom the Buyer has given to the Supplier a notice in writing which has not been cancelled stating that the Buyer requires that Secret Matters shall not be disclosed to that person;
- 1.2.3 without the prior consent in writing of the Buyer, disclosed to or acquired by any person who is not a servant of the Supplier; or
- 1.2.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Contract that such person shall have the information.

- 1.3 Without prejudice to the provisions of Clause 1.2, the Supplier shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:

- 1.3.1 no such person as is mentioned in Clause 1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Buyer;
- 1.3.2 that no visitor to any premises in which there is any item to be supplied under this Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Buyer so to do;
- 1.3.3 that no photograph of any item to be supplied under this Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper

performance of this Contract or with the prior consent in writing of the Buyer, and that no such photograph shall, without such consent, be published or otherwise circulated;

1.3.4 that all information about any Secret Matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and

1.3.5 that if the Buyer gives notice in writing to the Supplier at any time requiring the delivery to the Buyer of any such document, model or item as is mentioned in Clause 1.3.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

1.4 The decision of the Buyer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 1.2 shall be final and conclusive.

1.5 If and when directed by the Buyer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.

1.6 If and when directed by the Buyer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of this Contract.

1.7 If, at any time either before or after the expiry or termination of this Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Buyer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.

1.8 The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 1.2 and 1.3 and shall, if directed by the Buyer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause C2 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.

1.9 The Supplier shall, if directed by the Buyer, include in the Sub-Contract provisions in such terms as the Buyer may consider appropriate for placing the Sub-Contractor under obligations in relation to

secrecy and security corresponding to those placed on the Supplier by this Clause C2, but with such variations (if any) as the Buyer may consider necessary. Further the Supplier shall:

- 1.9.1 give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause C2 into operation in such cases and to such extent as the Buyer may direct;
- 1.9.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Clause C2, notify such breach forthwith to the Buyer; and
- 1.9.3 if and when so required by the Buyer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 1.12.

1.10 The Supplier shall give the Buyer such information and particulars as the Buyer may from time to time require for the purposes of satisfying the Buyer that the obligations imposed by or under the foregoing provisions of this Clause C2 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Buyer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

1.11 Nothing in this Clause C2 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

1.12 If the Buyer shall consider that any of the following events has occurred:

- 1.12.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause C2; or
- 1.12.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Buyer, or with any department or person acting on behalf of the Crown; or
- 1.12.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Clause 1.12.2, information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Buyer, ought not to have such information;

and shall also decide that the interests of the State require the termination of this Contract, the Buyer may by notice in writing terminate this Contract forthwith.

1.13 A decision of the Buyer to terminate this Contract in accordance with the provisions of Clause 1.12 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Buyer's decision is based.

**1.14 Supplier's notice**

- 1.14.1 The Supplier may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 1.12, give the Buyer notice in writing

requesting the Buyer to state whether the event upon which the Buyer's decision to terminate was based is an event mentioned in Clause 1.12 and to give particulars of that event; and

- 1.14.2 the Buyer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

**1.15 Matters pursuant to termination**

- 1.15.1 The termination of this Contract pursuant to Clause 1.12 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

- 1.15.2 The Supplier shall be entitled to be paid for any work or thing done under this Contract and accepted but not paid for by the Buyer at the date of such termination either at the price which would have been payable under this Contract if this Contract had not been terminated, or at a reasonable price;

- 1.15.3 The Buyer may take over any work or thing done or made under this Contract (whether completed or not) and not accepted at the date of such termination which the Buyer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause C2 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Buyer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Buyer to have the full benefit of any work or thing taken over under this Clause; and

- 1.15.4 Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Contract

- 1.15.5 If, after notice of termination of this Contract pursuant to the provisions of Clause 1.12:

- (a) the Buyer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 1.14; or

- (b) the Buyer shall state in the statement and particulars detailed in Clause 1.14 that the event upon which the Buyer's decision to terminate this Contract was based on an event mentioned in Clause 1.12.3,

- 2** the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:

- (a) the Buyer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Contract under the provisions of Clause 1.12 and properly provided by or supplied to the Supplier for the performance of this Contract, except such materials, bought-out parts and components

and articles in course of manufacture as the Supplier shall, with the concurrence of the Buyer, elect to retain;

- (b) the Supplier shall prepare and deliver to the Buyer within an agreed period or in default of agreement within such period as the Buyer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Buyer and shall deliver such materials and items in accordance with the directions of the Buyer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- (c) the Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;
- (d) if hardship to the Supplier should arise from the operation of this Clause 1.15 it shall be open to the Supplier to refer the circumstances to the Buyer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Buyer on any matter arising out of this Clause shall be final and conclusive; and
- (e) subject to the operation of Clauses 1.15.3, 1.15.4 and 1.15.5, termination of this Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

## ALTERNATIVE CLAUSES

### NORTHERN IRELAND LAW

#### 1. GOVERNING LAW AND JURISDICTION (CLAUSE 55.1 AND 55.2)

- 1.1 Reference to "*laws of England and Wales*" in the original Clause 55.1 of the Contract (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with "*laws of Northern Ireland*".
- 1.2 Where legislation is expressly mentioned in the Contract the adoption of Clause (a) shall have the effect of substituting the equivalent Northern Ireland legislation.
- 1.3 Reference to "the courts of England and Wales" in the original Clause 55.2 of the Contract (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with "the Courts of Northern Ireland".

#### 2. DEFINITIONS (WORKING DAY)

- 2.1 Reference to "*England and Wales*" in the definition of Working Day shall be replaced with "*Northern Ireland*".

#### 3. (DEFINITIONS) INSOLVENCY EVENT

- 3.1 Reference to "*section 123 of the Insolvency Act 1986*" in limb f) of the definition of Insolvency Event shall be replaced with "*Article 103 of the Insolvency (NI) Order 1989*".

### JOINT CONTROLLER CLAUSES

#### 1. JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of these joint controller clauses in replacement of Clauses 34.2 - 34.15 (Where one Party is Controller and the other Party is Processor) and Clauses 34.17 - 34.28 of (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the Party stipulated as such in Attachment 9 (Data Processing) of the Order Form:
  - 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
  - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;

- 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- 1.2.5 shall make available to Data Subjects the essence of these joint controller clauses (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing) of Party stipulated in Clause 1.2 above.
- 1.3 Notwithstanding the terms of Clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

## **2. Undertakings of both Parties**

2.1 The Supplier and the Buyer each undertake that they shall:

2.1.1 report to the other Party every two (2) months on:

- (a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of this Contract during that period;

2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1.1(a) to 2.1.1(e);

2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1.1(a) to 2.1.1(e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For 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 these joint controller Clauses;

- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- 2.1.7 take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

- (a) are aware of and comply with their duties under these joint controller Clauses and those in respect of Confidential Information

- (b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
- (c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (d) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
  - (v) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
  - (vi) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under these joint controller clauses in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

### **3. DATA PROTECTION BREACH**

- 3.1 Without prejudice to Clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Buyer and its advisors with:

- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

- 3.1.2 all reasonable assistance, including:

- (a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (b) co-operation with the other Party including taking such reasonable steps as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - (d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- 3.2.1 the nature of the Personal Data Breach;
  - 3.2.2 the nature of Personal Data affected;
  - 3.2.3 The categories and number of Data Subjects concerned;
  - 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
  - 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and
  - 3.2.6 describe the likely consequences of the Personal Data Breach.

#### **4. AUDIT**

- 4.1 The Supplier shall permit:
- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with these joint controller clauses and the Data Protection Legislation; and/or
  - 4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.
- 4.2 The Buyer 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, assessment or inspection.

## **5. IMPACT ASSESSMENTS**

### **5.1 The Parties shall:**

- 5.1.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 5.1.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

## **6. ICO GUIDANCE**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## **7. LIABILITIES FOR DATA PROTECTION BREACH**

### **7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:**

- 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure.

### **7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data**

Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):

7.3.1 if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;

7.3.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

7.3.3 if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

## **8. TERMINATION**

8.1 If the Supplier is in material Default under any of its obligations under these joint controller clauses, the Buyer shall be entitled to terminate this Contract by issuing a Termination Notice in accordance with Clause 35.

## **9. SUB-PROCESSING**

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## **10. DATA RETENTION**

10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by this Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.