Call-Off Schedule 1 (Transparency Reports)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Call-Off Contract Charges	Summary Charges under the Call-Off Contract for the preceding quarter	MS Word or Excel	Quarterly, when requested by the Buyer
Key Subcontractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub- contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Resource plans	Break down of resources used in delivery of the Services over previous quarter, including: - Roles - Grade - Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer

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Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of parttime workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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"Former Supplier"

a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"Partial

Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies:

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the

Supplier;

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"Staffing Information"

in relation to all persons identified on the Supplier's
Provisional Supplier Personnel List or Supplier's Final
Supplier Personnel List, as the case may be, such
information as the Buyer may reasonably request (subject to
all applicable provisions of the Data Protection Laws), but
including in an anonymised format:

- their ages, dates of commencement of employment or engagement, gender and place of work;
- details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

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"Term" the period commencing on the Start Date and ending on the

expiry of the Initial Period or any Extension Period or on

earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the

Relevant Transfer Date:

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer

Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the:

- parts of this Schedule identified in the Order Form shall apply to this Call-Off Contract; or
- 3.2 following parts of this Schedule shall apply to this Call-Off Contract:
 - Part C (No Staff Transfer On Start Date)
 - Part E (Staff Transfer on Exit)

Call-Off Schedule 2 (Staff Transfer)
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Part A: Staff Transfer at the Start Date - Not applicable

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Part B: Staff transfer at the Start Date - Not applicable

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

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1.5 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"

a Fellow of the Institute and Faculty of Actuaries;

"Admission Agreement" means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;

"Broadly Comparable"

- (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and
- in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and "Broad Comparability" shall be construed accordingly;

"CSPS"

the schemes as defined in Annex D1 to this Part D;

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"Fair Deal Employees"

those:

- (a) Transferring Buyer Employees; and/or
- (b) Transferring Former Supplier Employees; and/or
- (c) employees who are not Transferring Buyer
 Employees or Transferring Former Supplier
 Employees but to whom the Employment
 Regulations apply on the Relevant Transfer Date to
 transfer their employment to the Supplier or a
 Subcontractor, and whose employment is not
 terminated in accordance with the provisions of
 Paragraphs 2.3.4 of Parts A or B or
 Paragraph 1.2.4 of Part C;
- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes" means the relevant Statutory Scheme or a Broadly Comparable pension scheme:

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:

- any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes" means the CSPS, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

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> 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
 - to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Subcontractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

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- 4.2.2 arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
 - 4.3.1 shall survive termination of this Contract; and
 - 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
 - 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
 - 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

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8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Subcontractor shall:
 - 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
 - 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "New Employer") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Subcontractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme:

the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

- 10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Subcontractors shall):
 - 10.2.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

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- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date:
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer:
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("Shortfall"), the Supplier or the Subcontractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

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Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement" an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services:

"CSPS Eligible Employee" "CSPS" any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;

the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) III health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

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Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter"

an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees;

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"NHSPS Eligible Employees"

each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- their employment with a Former Supplier who (b) provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012:

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

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"NHSPS"

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears"

any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees:

"NHS Pension Scheme Regulations"

as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

"NHS Premature Retirement Rights"

rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time:

"Pension Benefits"

any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

"Retirement Benefits Scheme"

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

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- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.6 The Supplier will (and will procure that its Subcontractors (if any) will) as soon as reasonably practicable and at its (or its Subcontractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the buyer do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter.
- 5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Subcontractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of

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- Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Subcontractors.
- 5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
 - 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Subcontractors

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Subcontractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
 - 8.1.1 if the Supplier has secured a Direction Letter, the Subcontractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Subcontractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Subcontractor direction letter as soon as reasonably practicable; or

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- 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Subcontractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Subcontractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Subcontractor that are identical to the indemnities set out in Paragraph 7 of this Annex D2. Where a Subcontractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

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Annex D3:

Local Government Pension Schemes (LGPS)

Not Used

Annex D4: Other Schemes

Not Used

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Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period).

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment):

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- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date reemploy or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or

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- termination of this Contract (including without limitation identification of the Fair Deal Employees);
- 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
- 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code:
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

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2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then.
 - 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor:
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

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and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
 - 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 2 (Staff Transfer)
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Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("Continuous Improvement Plan") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Call-Off Schedule 3 (Continuous Improvement)

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 3 (Continuous Improvement) Call-Off Ref: C48811

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

1 Supplier's Further Pricing Information

- 1.1 The prices set out in this Schedule:
 - 1.1.1 are those set out at Annex 1 to this Schedule;
 - 1.1.2 are maximum rates that the Supplier may charge under this Call-Off Contract:
 - 1.1.3 are all inclusive (save for expenses reasonably incurred in accordance with Paragraph 8); and
 - 1.1.4 cannot be increased except as agreed in writing in accordance with this Schedule.

2 Applicable Pricing Mechanism

- 2.1 Under each Call-Off Contract, the overall Charges estimate shall be provided in the form of a Capped Time and Materials price underpinned by the Call-Off Contract specific rate prices included within Annex 1 of this Schedule.
- 2.2 The pricing mechanisms to be used under this Call-Off Contract shall be confirmed in each Statement of Work and Charges shall be calculated on the basis of the rates and prices specified in Annex 1 which must be no greater than those set out in Framework Schedule 3 (Framework Prices).
- 2.3 The pricing mechanism (Capped Time and Materials, Fixed Price or Incremental Fixed Price) applicable for specific Deliverables shall be as stated in the relevant Statement of Work. Such pricing methodology shall be calculated by reference to the rates and prices in Annex 1. The Supplier shall provide pricing using the pricing mechanism(s) required by the Buyer in the relevant Statement of Work(s), but may also propose alternative pricing mechanisms.
- 2.4 Where the Buyer requests a Capped Time and Materials mechanism for a Statement of Work, the Supplier shall separately identify:
 - 2.4.1 the Time and Materials profile for the Statement of Work, as per the rate table in Annex 1; and
 - 2.4.2 the amount of the Cap, alongside clearly identified assumptions, risks, provisions or other breakdowns pertinent to the Cap. The Supplier shall provide an estimate linked to these breakdowns, where requested by the Buyer.
- 2.5 Where the Buyer requests a Fixed Price pricing mechanism for a Statement of Work, the Supplier shall, at the Buyer's request separately identify:

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- 2.5.1 prices against individually requested Milestones and Key Milestones, and the associated Delay Payments;
- 2.5.2 the underlying Time and Materials estimate used to calculate the Fixed Price; and
- 2.5.3 any risk premium.
- 2.6 The Buyer accepts that, having agreed a Fixed Price, once an agreed Key Milestone is successfully Achieved it shall be charged at the Fixed Price, regardless of the actual cost.
- 2.7 The Supplier accepts that, having agreed to a Fixed Price, it is responsible for delivery of each Milestone in terms of the scope of the component Deliverables, meeting the Buyer's acceptance criteria and timescales related to any Milestone (if any). The Supplier accepts that this shall be at the agreed price, regardless of the actual cost to the Supplier.
- 2.8 The Supplier shall maintain time recording records where providing services on a Fixed Price basis. In relation to any Fixed Price, the Buyer is entitled to request the actual time and material costs utilised. This is to facilitate improving the quality of future estimates and future Fixed Price agreements.
- 2.9 Where the Buyer requests an Incremental Fixed Price mechanism for a Statement of Work, the Supplier shall provide:
 - 2.9.1 an overall best estimate for the complete scope of the Statement of Work utilising the Capped Time and Materials model; and
 - 2.9.2 the Incremental Fixed Price for the first Deliverable Increment(s), backed up by the underlying Time and Materials basis.
- 2.10 Thereafter, the Buyer and Supplier shall agree Incremental Fixed Prices, ahead of commencement of the work, for subsequent Deliverable Increments. The Buyer and Supplier shall agree a suitable sizing model for the purposes of arriving at such prices.
- 2.11 The Buyer accepts, if the Deliverable Increment is accepted by the Buyer, it shall be charged the agreed Incremental Fixed Price regardless of actual cost, however there shall be transparency of actual time and materials for the purposes of improving future estimates.
- 2.12 Where an Incremental Fixed Price or Capped Time and Materials pricing mechanism is used, the Supplier's estimate shall include their offered resource profile, with a clear mechanism to link roles to the rate prices underpinning their offer.

3 Volume Discounts

3.1 The Buyer may request, and the Supplier may offer, volume discounts as part of a Further Competition Procedure.

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- 3.2 Volume discounts shall apply to the spend associated with this Call-Off Contract and all agreed Statements of Work.
- 3.3 Where volume discounts form part of the evaluation of a Further Competition Procedure, the Buyer shall state the basis on which these volume discounts will be calculated. Unless otherwise stated by the Buyer, volume discounts shall apply to all categories of spend.

4 Adjustments to Call Off Contract Rates

- 4.1 Rates submitted by the Supplier shall remain fixed for the first year of any Call-Off Contract or as long as maximum rates at Framework Contract level remain unchanged (whichever is the later date).
- 4.2 Thereafter, on an annual basis, provided it has been demonstrated via the Framework Contract pricing adjustment mechanism set out in Framework Schedule 3 that rates need to change to reflect market conditions, then the Supplier shall be entitled to request a corresponding percentage change at Call-Off Contract level. The Buyer shall take into account continuous improvement during the course of the Call-Off Contract but shall not otherwise unreasonably withhold agreement to such a request.
- 4.3 Any such agreed changes to Call-Off Contract rates shall take effect on the anniversary of the Call-Off Contract Start Date.
- 4.4 The Buyer may request additional roles to those listed in Annex 1 as part of a Call-Off Contract, in which case, the Supplier shall provide competitive rates for the role.

5 Amendments to Annex 1: Exceptional Adjustments for Specific Technologies

- 5.1 The Buyer acknowledges that, from time to time, specific skills sets associated with certain technologies may command a rate premium in the market (when demand is high and supply low), or a rate reduction (when demand is low and supply high).
- 5.2 Under exceptional circumstances the Supplier may offer percentage adjustments, specific to skills related to one or more named technologies, linked to specific roles. Any such adjustments to the rates in Annex 1 must be agreed by the Parties in writing.
- 5.3 A table similar to Annex 2 (Exceptional Technology Adjustments) shall be used to document any such agreed adjustments. Such table shall be included in the Order Form or the Statement of Work.
- 5.4 In the case of an upwards adjustment (an uplift), the Supplier is required to evidence why such an uplift is required, and the Buyer shall take such evidence into consideration when considering such a request. Any such uplift must be agreed by the Parties in advance in writing.
- 5.5 The Supplier shall clearly separately reference any such adjustments in any documentation relating to the Charges, such as invoices.

6 Not Used

7 Overtime, Unsocial Hours and On-Call

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- 7.1 Save as set out below the Supplier shall charge per Work Day.
- 7.2 Supplier Staff shall work a minimum of 7.5 Work Hours per Work Day.
- 7.3 Subject to any written agreement to the contrary in accordance with Paragraph 7.6, whilst the standard Work Day is 7.5 Work Hours per day, it is anticipated that Supplier Staff may on occasion be required by the Supplier to work additional hours to perform their work. Such overtime shall not be chargeable to the Buyer.

Overtime

- 7.4 Where a member of Supplier Staff is specifically requested by the Buyer to work more than an additional 2 Work Hours per day on a regular basis (3 or more times over a given week), the Supplier may request overtime payments. If agreed, such overtime payments shall be based on hourly increments (assuming an 8 Work Hour day for the purposes of this calculation).
- 7.5 The Supplier shall only be entitled to charge overtime where the Buyer has approved the overtime request in advance in writing in a Statement of Work.

Unsocial Hours

- 7.6 The Buyer may request that the Supplier provides Deliverables at unsocial times. Any such request must be agreed by the Supplier in writing in a Statement of Work.
- 7.7 Unsocial times means:
 - 7.7.1 all time on Saturday (midnight to midnight) and any Working Day after 8pm and before 6am; and
 - 7.7.2 all time on Sundays and Public Holidays (midnight to midnight).
- 7.8 The Supplier shall not be entitled to charge for unsocial working hours unless it is approved in writing in advance by the Buyer:

On-Call Support

- 7.9 On-call support means where Supplier Staff are required to be available to work and may be called upon to work either on-Site or remotely during pre-agreed periods of time. The Buyer may request that the Supplier provides on-call support. Any such request must be agreed by the Supplier in writing in a Statement of Work.
- 7.10 The Supplier may request a premium for Supplier Staff to be on-call (see table at paragraph 7.13 below). For the purposes of this Call-Off Contract it will be based on a single percentage of 6 percent, regardless of frequency.
- 7.11 Subject to paragraph 7.12, the Supplier may also charge for individual call-outs on the following basis, as set out in Annex 1:
 - 7.11.1 for call-outs during normal working hours (for this purpose deemed to be between 8am and 6pm during a Working Day);

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- 7.11.2 for call-outs between 6am and 8am and 6pm and 8pm on a Working Day (social hours) charges shall be based on the basis of a minimum assumed single call-out duration of 30 minutes rounded up to the nearest 30 minutes thereafter (depending on duration of call-out);
- 7.11.3 for call-outs within unsocial hours, the basis of calculating hours shall be as paragraph 7.11.2 above, but appropriate unsocial hours premiums shall apply (see Annex 1);
- 7.11.4 in the event that a call-out spans into, or out of, social or unsocial hours, provided that the overlap is no more than one hour into the different charging regime, the charging regime applicable to when the call-out started shall apply; and
- 7.11.5 where the span of overlap between social and unsocial hours for an individual call-out is more than one hour, separate charges shall apply to each period (but following the principles documented above).
- 7.12 For on-call or call-out charges to be applicable, the individual to whom those Charges relate must be on an agreed on-call rota as approved by the Buyer in advance.

Overtime, Unsocial Hours and On-Call Pricing

7.13 The additional Charges applicable for agreed overtime, unsocial hours working and on call pricing are set out in Annex 1.

8 Buyer's Expenses Policy

The Supplier shall not be entitled to charge any expenses where the pricing mechanism used under a Statement of Work is Fixed Price or Incremental Fixed Price.

The Supplier shall not be entitled to charge expenses, save where these are explicitly agreed to be chargeable in the SoW, where these are reasonably incurred and in accordance with the Buyer's Expenses Policy attached at Annex 3, and only up to the capped amount as set out in the SoW.

For the avoidance of doubt, expenses shall not be deemed reasonable where they would not constitute legitimate expenses in accordance with HMRC rules and guidance.

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Annex 1 (Call-Off Contract Prices)

(Attached as external document and embedded below)

Rate Card: Capped Time and Materials

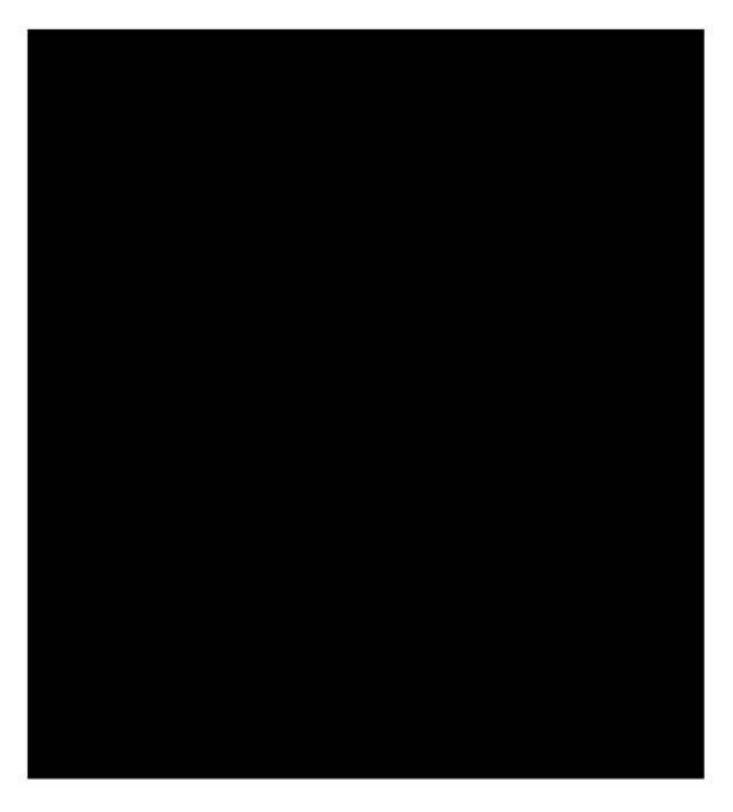
The Supplier (and its Subcontractors) shall not be entitled to include any uplift for risks or contingencies within its day rates.





Framework Ref: RM6221

Project Version: v1.0



Topic	Supplier Charge Where Utilising Existing Team Staff	Supplier Charge Where Additional Staff Retained
Unapproved Overtime		

Framework Ref: RM6221

Project Version: v1.0

Overtime agreed with the Buyer in a SOW within social hours	
On-Call uplift	
Weekday/Saturday unsocial premium call out fee	
Sunday/Public Holiday unsocial premium call out fee	

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Annex 2 (Exceptional Technology Adjustments)

Not used

Framework Ref: RM6221

Project Version: v1.0

Call-Off Ref: C30669 Crown Copyright 2018

Annex 3 (Expenses Policy)

FOR OUTCOME BASED SUPPLY CONTRACTS

- The Supplier must adhere to the overarching principles, as set out below.
 - Travel should be for essential business reasons only. Suppliers shall work to minimise the costs of travel.
 - Travel should consider environmental impact. The Buyer has a responsibility to
 meet obligations to reduce carbon emissions and business travel itself and in its
 supply chain under the Greening Government Commitment Policy, and therefore
 does not encourage unnecessary travel. In order to reduce the environmental impact
 of travel, every attempt should be made to identify options to eliminate the need to
 travel, for example using new technologies to communicate. Regular travel should
 always be challenged as part of good practice;
 - The lowest cost option for travelling should be the default. Suppliers are encouraged to use public transport wherever possible. Suppliers are also expected to use the most economical means of public transport on every occasion, including travelling outside of peak times where practical. The purchase of advance tickets is expected in all but exceptional cases;
 - First class travel is not permitted and will not be reimbursed, regardless as to whether the cost of such is lower than alternative options, except when an individual has a disability as set out in the Business Travel and Expenses Procedure;
 - All travel bookings and expense claims for reimbursement must have clear business justification.
 - Suppliers shall claim compensation (for late or delayed travel for example), on behalf of the Buyer.
 - The Buyer will only reimburse expenses which are in excess of the normal commuting and day to day costs of the individual. Whilst journeys may begin from home, Suppliers will be required to take account of the above when making claims.
- 2. Reporting and Audit Suppliers are required to maintain a full itemised index of expenses, and detail the named personnel, reference, and work to which is relates, and sufficient evidence to show the principles have been considered and are met in each case, and provide copies on request at any time by the Buyer. Failure to provide the same will mean the expenses may not be recoverable. Suppliers shall maintain such records for review by the Buyer (and its auditors, HMRC, DHSC and any other central government entity) for the duration of the Call-Off Contract and for a period of 6 years from expiry or termination of the same.
- Limitations and Exclusions Any reimbursement of expenses is subject to the following exclusions and limits:
 - No expenses shall be chargeable for any Deliverables provided on a Fixed Price basis.

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- 3.2. Expenses shall only be chargeable for Deliverables charged on a Capped Time and Materials basis where the Call-Off Contract explicitly specifies both:
 - 3.2.1. that expenses are chargeable; and
 - 3.2.2 the total maximum capped amount for the expenses under the Call Off-Contract.
- 3.3. If expenses are chargeable, they will only be chargeable up to the stated capped amount. If no capped amount is stated in the Call-Off Contract, then the capped amount shall be interpreted as zero and no expenses shall apply.
- Any claim for reimbursement of expenses must be submitted no later than monthly in arrears.
- 3.5. No expenses shall be reimbursed for Suppliers working from their normal place of business (in any location) or their home.
- 3.6. Suppliers shall be required to provide evidence of all expenses incurred on the submission of any invoice for the same. Any claims for expenses must be submitted with evidence (copies of VAT receipts).
- Unless otherwise explicitly agreed under such Call-Off Contract as a variation of the application of this policy, there is no reimbursement of expenses for travel to any of the Buyer's main offices.
- Subject to the above, only the following categories of expenses would be reimbursable. Where expenses are chargeable, such expense claims must also meet the following criteria:

Expenditure Key Points Type				
TRAVEL				
Car Parking	The Buyer will reimburse necessary and reasonable parking costs only.			

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Expenditure Type	Key Points			
Mileage	There are no mileage expenses payable for delivery of services from the Buyer's main offices, and Supplier's main sites, as listed for delivery of the services.			
	If the Supplier travels to another place, other than their identified place of work, in order to perform their duties and go there straight from their home or return direct to their home after such a visit, the claim for mileage costs, should be for the lesser of: a) the mileage expenses actually travelled, and b) the expenses, which would have been incurred if the journey had started and finished at the normal place of work.			
	If the personal circumstances and location of a particular individual lead to claims becoming excessive, the Buyer reserves the right to review and amend such claims as appropriate.			
	The mileage reimbursement rate is unless agreed otherwise in advance between the Supplier and the Buyer.			
Taxis	Taxi - used where own/company car use is impractical or hire car is no			
Tolls &	available.			
Congestion	Unavoidable road tolls and congestion charges. For example, Seven			
Charges	Bridge Toll, London Congestion Charge			
Travel (Public Transport)	Flights will not be reimbursed at any time unless specifically agreed in writing advance with the Buyer.			
rumsporty	Trains or buses used in the course of business travel.			
	Rail travel shall be considered when:			
	- Train fare is less expensive than car travel			
	 Door-to-door transit time is improved, or comparable to car travel Driving presents an inconvenience or business risk (i.e. traffic) All rail travel, including travel by Eurostar, must be economy or standard class (unless agreed otherwise in advance in writing by the Buyer). 			
	First class train fare will not be reimbursed. In order to reduce costs, where possible, rail bookings should be made			
	more than seven (7) days in advance. The lowest available rail fare offered should be accepted and advantage taken of any restricted fares offered where possible.			
ACCOMMODATION				
Hotels	Hotel rates are limited by the Buyer			
	If an individual cannot find a hotel within these rates then the identified rate will be used as a cap on the actual invoice value and any amoun above this will not be charged to the Buyer.			

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Expenditure Type	Key Points			
Meals	Cost of meals will only be reimbursed if overnight solely on the Buyer business, or where pre-6am morning / post 9pm late evening travel is required (see Qualifying Trips below).			
	On qualifying dates, the Buyer will reimburse for breakfast, lunch and/o dinner up to the total daily limit.			
	Qualifying Trips			
	Meals may be reimbursed only when Suppliers:			
	- are required to stay away from home overnight whilst solely on the			
	Buyer business, or			
	 are working away from their main office base for a single day, and eithe leave home before 06:00 or return home after 21:00. 			
OTHER BILLABLE EXF	The state of the s			
Personal	No Personal Overnight Incidental Expenses will apply where the			
Overnight Incidental	individual is providing services for one day only and/or not staying			
Expenses	overnight.			
"Daily	The Buyer will reimburse personal incidental expenses incurred as			
Allowance"	result of an overnight stay away from home, where such expenses are			
	incurred directly as a result of business travel for the Buyer service only			
	Claims are subject to daily limits set by HM Revenue and Custom			
	The following items may be reimbursed where reasonable:			
	 drinks other than with meals (but not alcohol). laundry services (only for stays away from home of 5 consecutive night 			
	or more) where work is performed solely for the Buyer.			
	The Buyer will not reimburse for:			
	- personal calls			
	 incidental food and beverage items (e.g. snacks, coffees) taken during the day (other than as Meals) 			
	- newspapers, magazines			
	- in-room movies			
	- personal travel items (such as luggage or clothing)			
	- toiletries			
	- stationery			
Hotel Internet	Itemised on the hotel bill for internet access and strictly Buyer business			
Calls	use only. Such use for Buyer business must be proven.			
WOLD GO	This may only be reimbursed up to a cap of			
NON BILLABLE ITEMS				
	ubt, the following items are not chargeable.			
Telecommunications,	These are classed as standard supplier overheads, therefore are no			
mobiles	expenses and not reimbursable.			

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Expenditure Type	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.		
VISAs, Permission to work permits, etc.			
Security Accreditation	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.		
Office space, facilities	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.		
Costs of relocation of any kind from other jurisdictions	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.		
Laptops for Suppliers	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. Please note Suppliers are responsible for the additional incremental costs of any security software required to access the Buyer's network.		

Framework Ref: RM6221

Project Version: v1.0

Call-Off Schedule 7 (Key Supplier Staff) Call-Off Ref: C48811 Crown Copyright 2018

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("Key Roles") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced; and

Call-Off Schedule 7 (Key Supplier Staff) Call-Off Ref: C48811 Crown Copyright 2018

> 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work.

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

1. Definitions

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

"BCDR Plan" has the meaning given to it in Paragraph

2.2 of this Schedule;

"Business Continuity has the meaning given to it in Paragraph

Plan" 2.3.2 of this Schedule;

"Disaster" the occurrence of one or more events

which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could

reasonably be anticipated to be

unavailable);

"Disaster Recovery

Deliverables"

the Deliverables embodied in the processes and procedures for restoring the provision

of Deliverables following the occurrence of

a Disaster;

"Disaster Recovery Plan" has the meaning given to it in Paragraph

2.3.3 of this Schedule;

"Disaster Recovery

System"

the system embodied in the processes and procedures for restoring the provision of Deliverables following the accurrence of a

Deliverables following the occurrence of a

Disaster;

"Related Supplier" any person who provides Deliverables to

the Buyer which are related to the Deliverables from time to time;

"Review Report" has the meaning given to it in Paragraph

6.3 of this Schedule; and

"Supplier's Proposals" has the meaning given to it in Paragraph

6.3 of this Schedule:

2. BCDR Plan

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

Framework Ref: RM Project Version: v1.0 Model Version: v3.2

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

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

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 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:
 - failure or disruption scenarios and assessments of likely frequency of occurrence;

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

4. Business Continuity (Section 2)

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of

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> Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing:
 - 5.2.9 post implementation review process;

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

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "Review Report") setting out the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and

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

7. Testing the BCDR Plan

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

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8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

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Call-Off Schedule 9A (Health Security)

1 Cyber Security Essentials Scheme

1.1 The Supplier shall provide the Buyer with evidence of Cyber Security Essentials compliance, in accordance with its obligations under Framework Schedule 9 (Cyber Essentials Scheme).

2 DSP Toolkit

- 2.1 The Supplier shall within 1 Working Day of the Start Date of this Call-Off Contract register on the DSP Toolkit system (and shall update its registration on any replacement to such system). All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly. All organisations should aim to achieve compliance level 3, and should satisfy the "Standards Met" level of evidence.
- 2.2 The Supplier shall abide by the terms and guidance as detailed in and provided by the DSP Toolkit system.
- 2.3 The Supplier shall maintain good information governance and security standards and practices that meet or exceed the DSP Toolkit standards required of its organisation type. The Supplier shall at all times apply Good Industry Practice in these areas.
- 2.4 The Supplier shall confirm to the Buyer the DSP Toolkit assessment level received at the frequency set out in Annex 2 of Call Off Schedule 15A (Health Supplier and Contract Management). Where applicable, the Buyer shall include this information within the Information Security Management Document Set annual review in accordance with Paragraph 11 of Annex 3.
- 2.5 Where the Supplier receives a DSP Toolkit assessment grade level of 2 or less, it shall notify the Buyer within 10 Working Days.
- 2.6 The Supplier shall comply with the DSP Toolkit incident reporting requirements in respect of, and notify the Buyer of, any sensitive data breach as soon as the Supplier discovers such breach and provide such information and cooperation as may be required. Where Personal Data is affected this notification must occur in a manner commensurate with the Buyer's notification requirements as set out in Joint Schedule 11 (Processing Data).

3 Supplier Staff Vetting

- 3.1 All Supplier Staff shall be subject to pre-employment checks that include, as a minimum:
 - 3.1.1 verification of identity;
 - 3.1.2 employment history;

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- 3.1.3 unspent criminal convictions; and
- 3.1.4 right to work,
- as detailed in the HMG Baseline Staff Security Standard (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard), as may be amended or replaced by the Government from time to time.
- 3.2 The Supplier and Buyer shall agree on a case by case basis which Supplier Staff roles require specific government National Security Vetting clearances (such as 'SC') including but not limited to system administrators with privileged access to IT systems which store or Process Government Data.
- 3.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this Paragraph 3 from accessing systems which store, process, or are used to manage Government Data, or from accessing Buyer Premises, except where agreed with the Buyer in writing.
- 3.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually. Details of training completion for all Supplier Staff shall be retained by the Supplier.
- 3.5 Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When Supplier Staff no longer need such access or leave the Supplier organisation, their access rights shall be revoked within 1 Working Day and the Supplier shall notify the Buyer of the same.

4 Exclusions and Application of Annexes

- 4.1 Nothing in this Schedule shall act to override the Supplier's obligation to Process Government Data and Personal Data in accordance with the Core Terms and each relevant Statement of Work. For the avoidance of doubt, unless authorised by the Buyer in writing, nothing in this Schedule shall permit the Supplier to remove any Government Data or Personal Data from the Buyer's system.
- 4.2 The Supplier shall comply with the terms of this Schedule (and any other reasonable cyber security requirements relating to the Deliverables notified to the Supplier by the Buyer from time to time), save where the Buyer specifies in the Order Form that a requirement does not apply or is amended in any way.
- 4.3 At all times, the Supplier shall apply Good Industry Practice with regard to the information and cyber security measures it is required to implement under this Schedule and shall ensure it remains up to date with regard to emerging cyber security practice.
- 4.4 The Supplier shall document the manner in which it complies with all relevant controls as laid out in this Schedule. This evidence shall be made available for Buyer review in order to assure the ongoing compliance with the requirements laid out herein. The

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> Supplier shall make available such Supplier Staff and resources as are necessary to facilitate the Buyer's review of this information in a timely manner.

- 4.5 Save where the Buyer specifies in the Order Form that a requirement does not apply or is amended in any way, in addition to the terms set out above:
 - 4.5.1 Annex 1 and Annex 2 shall also apply where the Supplier (and/or its Subcontractors) are designing systems that will Process Government Data, or are processing any Government Data (on either the Buyer's system or the Supplier's or Subcontractor's own systems);
 - 4.5.2 Annex 1, Annex 2, Annex 3 and Annex 4 shall also apply where the Supplier (or its Subcontractors) are processing Government Data on the Supplier's or Subcontractor's own systems.
- 4.6 The requirements of Annexes 1 to 4 shall apply automatically based on the nature of the activities being undertaken by the Supplier, however the Buyer may indicate in its Order Form if any Annex shall be disapplied.

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Annex 1: Glossary of Security Terminology

Annex 2: Data Security by Design

Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting

Procedures

Annex 4: Information Security Management Document Set Template

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ANNEX 1

Glossary of Security Terminology

1. Definitions

The following definitions apply to this Call-Off Schedule 9A (Health Security):

Breach of Security	an event that results, was an attempt to result, or could result, in:	
	 (a) any unauthorised access to or use of the Government Data, the Deliverables and/or the Information Management System; (b) the loss, corruption, unauthorised modification or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer or the Supplier in connection with this Call-Off Contract; (c) any Personal Data Breach; (d) the loss of access to, corruption, inability to operate or other interference to the Deliverables or Information Management System; or (e) any part of the Supplier's system ceasing to be compliant with the Security Assurance Requirements; 	
Certification Requirement(s)	has the meaning given in Paragraph 6.2.1 of Annex 3 to this Schedule;	
CHECK Service Provider	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the Security Testing required by Paragraph 12.5 of Annex 3 to this Schedule;	
DSP Toolkit	means the NHS's online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards. All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly;	
Government Security Classifications	means the Government policy that deals with classified information assets to ensure that they are appropriately protected located at: https://www.gov.uk/government/publications/government-security-classifications	

50.4034.000	0	
Incident Management Process	is the process which the Supplier shall implement immediately after it becomes aware of, or aware of a high risk of, a Breach of Security which is intended to restore normal operations as quickly as possible, minimising and adverse impact on the Government Data, the Buyer, the Deliverables and users of the Deliverables and which shall be prepared by the Supplier as part of the Information Security Management Document Set using the template set out in Annex 4 to this Schedule;	
Information Management System	(a) the Supplier Equipment; (b) the Supplier's system; and (c) those information assets, ICT systems and/or Sites which will be used by the Supplier or its Subcontractors to Process Government Data together with the associated information management system (including organisational structure, controls, policies, practices procedures, processes and resources);	
Information Security Approval Statement	a notice issued by the Buyer which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Buyer: (a) is satisfied that the identified risks have been adequately and appropriately addressed; and (b) the Supplier may use the Information Management System to Proces Government Data;	
Information Assurance Assessment	is the set of policies, procedures, systems and processes which the Supplie shall implement, maintain and update in order to manage, mitigate and where possible, avoid information security risks including cyber-attacks hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier in line with the controls set out in ISO 27001:201 or latest edition and using the template set out in Annex 4 to this Schedule	
Information Security Management Document Set	comprises: (a) the Information Assurance Assessment; (b) the Personal Data Processing Statement; (c) the Required Changes Register; and (d) the Incident Management Process, which shall be prepared by the Supplier using the templates set out in Anne 4 to this Schedule;	
Information Security Management System or ISMS	means a set of policies and procedures for systematically managing protected data and information in accordance with security standards;	

National Security Vetting	means the checks that are set out in the United Kingdom Security Vetting guidance located at: https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels	
NCSC Assured Service (CAS) Service Requirement Sanitation Standard	means the Service Requirement Sanitation Standard under the NCSC Assured Service located at: https://www.ncsc.gov.uk/information/commodity-information-assurance-services	
Open Source Software	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;	
Personal Data Processing Statement	 (a) the types of Personal Data which the Supplier or its Subcontractors are Processing on behalf of the Buyer; (b) the categories of Data Subjects whose Personal Data the Supplier or its Subcontractors are Processing on behalf of the Buyer; (c) the nature and purpose of such Processing; (d) the locations at which the Supplier or its Subcontractors Process Government Data; and (e) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Government Data against a Breach of Security including a Personal Data Breach, which shall be prepared by the Supplier and included in the Information Security Management Document Set; 	
Process Government Data	any operation which is performed on Government Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Government Data;	
Protective Measures	appropriate technical and organisational measures which may include pseudonymising and encrypting Buyer data, ensuring confidentiality integrity, availability and resilience of systems and services, ensuring the availability of and access to Buyer data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness such measures, as well as steps to reduce the likelihood of compromise the systems and assets that handle or affect Buyer data;	
Required Changes Register	is the register within the Information Security Management Document Set which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information	

	Management System and/or the Information Security Management Document Set as a consequence of the occurrence of any of the events set out in Paragraphs 11.2 or 11.3 of Annex 3 of this Schedule together with the date by which such change shall be implemented and the date on which such change was implemented;	
Security Assurance Requirements	has the meaning given in Paragraph 6.2 of Annex 3 to this Schedule;	
Security Assurance Statement	has the meaning given in Paragraph 5.1.1 of Annex 3 to this Schedule;	
Security Information and Event Management System (SIEM)	means an approach to security management that combines SIM (security information management) and SEM (security event management) functions into one security management system;	
Security Testing	means the security testing specified in Paragraph 12 of Annex 3 of thi Schedule;	
Statement of Applicability	means the Supplier's Statement of Applicability as required in accordance with ISO/IEC 27001:2013;	
Supplier COTS Software	means Supplier Software (including Open Source Software) that is Supplier makes generally available commercially prior to the Start Date this Contract (whether by way of sale, lease or licence) on standard ter which are not typically negotiated by the Supplier save as to price;	
Supplier Software	means software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes providing the Deliverables;	
Supplier Solution	means the Supplier's solution, tender or bid for the provision of th Deliverables;	
Third Party COTS Software	means Third Party Software (including Open Source Software) that is Supplier makes generally available commercially prior to the date of to Contract (whether by way of sale, lease or licence) on standard terms where not typically negotiated by the Supplier save as to price;	
Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is,	

	will be or is proposed to be used by the Supplier for the purposes of providing the Deliverables; and	
Vulnerability Correction Plan	has the meaning given to it in Paragraph 12.6 of Annex 3 to this Schedule.	

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ANNEX 2:

Data Security by Design

1. Application of this Annex

The provisions of this Annex apply where the Supplier (or its Subcontractors) are (i) processing any Government Data (which could be electronic or on paper), and / or (ii) are designing or updating software and systems for the Buyer.

Further provisions associated with using Supplier's own systems to Process Government Data are set out in Annex 3.

Compliance with Buyer's Security Procedures When Working on Buyer's systems

- 2.1 The Supplier shall, and shall ensure that its Subcontractors shall, comply with the Buyer's security policies standards and procedures as notified to the Supplier when working on the Buyer's systems and premises.
- 2.2 The Supplier shall only use the Government Data and other information provided by the Buyer solely for delivery of the Deliverables.

3. Location of Government Data

3.1 The Supplier shall not and shall procure that none of its Subcontractors Process Government Data outside of the UK without the prior written consent of the Buyer and the Supplier shall not change where it or any of its Subcontractors Process Government Data without the Buyer's prior written consent, which may be subject to conditions.

4. Vulnerabilities and Corrective Action

- 4.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 4.2 Where the Buyer is responsible for the delivery of the Information Management System, and the Supplier recognises any security vulnerability, the Supplier shall notify the Buyer promptly of the issue. Where the Supplier is responsible for delivery of the Information Management System, Paragraph 14 of Annex 3 shall apply.

Security by Design

5.1 The Supplier shall ensure that where it is responsible for the design of systems to Process Government Data, this shall be done in accordance with:

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- 5.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/security-designprinciples-digital-services-main;
- 5.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main;
- 5.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principlesprinciples;
- 5.1.4 the NCSC "Supply Chain Management" a copy of which can be found at: https://www.ncsc.gov.uk/collection/supply-chain-security;
- 5.1.5 the NCSC "Penetration Testing Guidance" a copy of which can be found at: https://www.ncsc.gov.uk/guidance/penetration-testing; and
- 5.1.6 any reasonable requirements identified by the Buyer from time to time and in accordance with Good Industry Practice.

6. Data Destruction and Deletion

- 6.1 Subject to Paragraph 2.1 of this Annex, where applicable in relation to information on the Supplier's systems or site under the Supplier's control, the Supplier shall, and shall ensure each Subcontractor who has access to the Government Data shall:
 - 6.1.1 prior to securely sanitising any Government Data or when requested, provide the Buyer with all Government Data in an agreed open format;
 - 6.1.2 securely erase in a manner agreed with the Buyer, any or all Government Data held by the Supplier when requested to do so by the Buyer;
 - 6.1.3 securely destroy in a manner agreed with the Buyer all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Contract and, in the absence of any such requirements, in accordance with Good Industry Practice and as agreed by the Buyer;
 - 6.1.4 ensure Sites used for the destruction of Government Data are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013, subject to the Buyer agreeing the controls as indicated by the Statement of Applicability;
 - 6.1.5 implement processes which address the Centre for the Protection of National Infrastructure (CPNI) and NCSC guidance on secure sanitisation;
 - 6.1.6 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Buyer; and

- 6.1.7 provide the Buyer with formal assurance and evidence of any erasure or destruction occurring pursuant to Paragraph 6 of this Annex (typically in the form of a certificate of destruction).
- 6.2 The Supplier shall provide the Buyer with evidence of its and its Subcontractors' compliance with the requirements set out in this Paragraph before the Supplier or the relevant Subcontractor (as applicable) may carry out the secure destruction of any Government Data.

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Annex 3

Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures

1 Application of this Annex

1.1 The provisions of this Annex apply in addition to those set out in Annex 2 where the Supplier (and/or its Subcontractors) are processing Government Data on the Supplier's or Subcontractor's own systems.

2 Security Classification of Information

2.1 This Annex defines the further security requirements and assurance process for the Supplier to Process Government Data which is classified up to the Government Security Classifications standard of 'OFFICIAL-SENSITIVE'.

3 Supplier's Information Security Management System

- 3.1 The Supplier shall maintain and operate an Information Security Management System ("ISMS"). The ISMS shall:
 - 3.1.1 be owned and approved by Supplier senior management;
 - 3.1.2 cover the entire scope of environments that handle, support or affect Government Data and the Buyer's system;
 - 3.1.3 be created in line with accepted industry standards, including ISO27001, NIST guidance, National Cyber Security Centre (NCSC) advice, as well as specific requirements identified by the Buyer, and Good Industry Practice;
 - 3.1.4 be actively maintained and reviewed on an annual basis from the Call-Off Start Date, as well as in response to relevant incidents, threats and other changes that would necessitate a review of controls;
 - 3.1.5 be supported through policy such that compliance and operation of the ISMS is a mandatory part of all Supplier Staff job performance;
 - 3.1.6 provide for the identification of risks to the Supplier, Government Data and the Buyer System, as well as the appropriate remediation of these risks in line with an agreed risk appetite;
 - 3.1.7 be made available by the Supplier for review by the Buyer for approval;

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- 3.1.8 be updated in response to identified security gaps, emerging security threats or risk areas, relevant internal or external factors, and reasonable requests by the Buyer; and
- 3.1.9 provide for appropriate protective monitoring and incident response measures such that incidents affecting Government Data are identified in a timely manner, and appropriate plans and processes exist to ensure this is performed in a repeatable manner. These plans shall be included for Buyer review.

4 Principles of Security

- 4.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:
 - 4.1.1 the Supplier's system(s) used to deliver the service to the Buyer;
 - 4.1.2 the Supplier Solution;
 - 4.1.3 the Deliverables; and
 - 4.1.4 the Supplier's corporate security measures
- 4.2 Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:
 - 4.2.1 the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and
 - 4.2.2 the security of the Information Management System.
- 4.3 The Supplier shall provide the Buyer with access to members of its information security personnel to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.
- 4.4 The Supplier shall ensure, at all times during the Call-Off Contract Period, that the Supplier and each Subcontractor who is responsible for any Government Data have documented processes to ensure the availability of Government Data in the event of the Supplier or Subcontractor ceasing to trade.
- 4.5 Where the Supplier subcontracts any activities supporting the delivery of the Deliverables, the Supplier shall be responsible for documenting relevant Subcontractors' compliance with the measures contained herein to the same standard that the Supplier is required to document. Such evidence of compliance shall be provided to the Buyer at

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the Buyer's request, and always prior to any release of information that has not been previously approved. The Buyer reserves the right to reject the Supplier's use of any Subcontractor where such Subcontractor's compliance with applicable security requirements cannot be appropriately assured.

- 4.6 The Supplier shall implement such additional measures as may be agreed with the Buyer from time to time in order to ensure that Government Data is safeguarded in accordance with applicable Standards.
- 4.7 In rare cases an external factor may require the enhancement of the provisions of this Annex 3, (for example the compromise of a previously trusted encryption algorithm). If and when these cases occur, the Supplier shall:
 - 4.7.1 notify the Buyer of the relevant external factor requiring an enhancement of the provisions of this Annex 2; and
 - 4.7.2 implement appropriate compensating controls to mitigate these new risks, subject to approval by the Buyer.

5 Security Assurance Statement

- 5.1 The Supplier may not use the Information Management System to Process Government Data unless and until:
 - 5.1.1 the Supplier has provided a statement to the Buyer presenting the residual security risks associated with the Information Management System and confirming and detailing the Supplier's compliance with the Security Assurance Requirements (a "Security Assurance Statement"); and
 - 5.1.2 the Buyer has issued the Supplier with an Information Security Approval Statement.
- 5.2 The Buyer shall review the Security Assurance Statement as soon as possible (and in any event within 20 Working Days of receipt) and shall either issue the Supplier with:
 - 5.2.1 an Information Security Approval Statement; or
 - 5.2.2 a rejection notice which shall set out the Buyer's reasons for rejecting the Security Assurance Statement. If the Buyer rejects the Security Assurance Statement, the Supplier shall take the Buyer's reasons into account in the preparation of a revised Security Assurance Statement, which the Supplier shall submit to the Buyer for review within 10 Working Days or such other timescale as agreed with the Buyer.

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6 Security Assurance Requirements

- 6.1 The Supplier shall provide a high-level design of the Supplier's system, which illustrates elements of the Supplier's system provided directly by the Supplier and sub-contracted systems used to deliver the Deliverables to the Buyer.
- 6.2 The Supplier shall, and shall ensure that each Subcontractor which Processes Government Data:
 - 6.2.1 is certified with ISO/IEC 27001:2013 or latest edition, by a United Kingdom Accreditation Service (UKAS) approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013, with a scope sufficient to cover the Deliverables and the Information Management System throughout the Call-Off Contract Period, which includes the sub processors and Subcontractors of the Deliverables, and provides the Buyer with a copy of each such certificate (the "Certification Requirement(s)"). The Statement of Applicability for the relevant ISO/IEC 27001 implementation shall be made available for the Buyer to review prior to acceptance of the Supplier's ISO 27001 certification;
 - 6.2.2 completes a self-assessment and maintains registration with the DSP Toolkit (https://www.dsptoolkit.nhs.uk/);
 - 6.2.3 provides a statement of compliance, and maintains such compliance, of the Supplier's system, and that of its Subcontractors of being compliant with the Data Protection Legislation;
 - 6.2.4 provides and updates a list of all of the Subcontractors used to deliver the Deliverables to the Buyer; and
 - 6.2.5 completes the Information Security Management Document Set in Annex 4 and documents in the Information Security Management Document Set how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule and the Contract in order to ensure the security of the Government Data and the Information Management System:

and the requirements of Paragraphs 6.2.1 to 6.2.5 together constitute the "Security Assurance Requirements".

- 6.3 The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Security Assurance Requirements and, as directed by the Buyer, shall or shall procure that the relevant Subcontractor shall:
 - 6.3.1 immediately cease using the Government Data; and
 - 6.3.2 promptly return, destroy and/or erase the Government Data in accordance with the requirements set out in Paragraph 6 of Annex 2 to this Schedule.

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6.4 Where such a lack of compliance would constitute a high risk of sensitive information disclosure, the Supplier shall institute the Incident Management Process.

7 End User Devices

- 7.1 The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored and encrypted, in line with NCSC guidance on End User Devices (EUD), by using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 7.2 The Supplier shall ensure that any device which is used to Process Government Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: https://www.ncsc.gov.uk/guidance/end-user-device-security.

8 Protecting Data in Transit

8.1 The Supplier shall ensure that any Government Data which it causes to be transmitted over any public or private network (including the internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted, to a minimum standard TLS1.2 configured to NCSC standards as set out in the NCSC guidance on Using TLS to Protect Data, a copy of which can be found at: https://www.ncsc.gov.uk/guidance/tls-external-facing-services.

9 Identity, Authentication and Access Control

- 9.1 The Supplier shall operate an access control regime to ensure:
 - 9.1.1 all users and administrators of the Supplier's system are uniquely identified and authenticated, to a minimum standard of AAL2 or AAL3, when accessing or administering the Deliverables. Unless otherwise specified, the default standard shall be AAL2; and
 - 9.1.2 all persons who access the sites are identified and authenticated to a level commensurate with Good Industry Practice bearing in mind the activity that occurs, and the Government Data stored or systems hosted at the relevant sites.
- 9.2 The Supplier shall apply the 'principle of least privilege' when allowing Supplier Staff access to the Supplier managed systems and sites so that such persons are allowed access only to those parts of the sites and systems they require for the fulfilment of their responsibilities in relation to the provision of the Deliverables.
- 9.3 The Supplier shall retain records of access to the sites and to the Supplier's system and shall make such records available to the Buyer on request. The Supplier shall proactively

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monitor access records for suspicious access events and investigate any suspicious activity.

10 Audit and Protective Monitoring

- 10.1 The Supplier shall collect audit records which relate to security events in a Security Information and Event Management System (SIEM) or an equivalent set of tools and processes. This information must be maintained to a standard that will provide for the review and investigation of incidents, events, and false positives, as well as suspected cases of the previous, after the fact. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage or accounts accessing higher than average amounts of Government Data, unusual movements of data, as well as all privileged access events and high risk system configuration changes (such as enabling connectivity, changing system software, enabling or disabling of system services or logs).
- 10.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the core Information Management System.
- 10.3 The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Information Security Management Document Set.

11 Compliance Reviews

- 11.1 The Supplier shall regularly review and update the Information Security Management Document Set, and provide such to the Buyer, at least once each year, and upon any material change to the Information Management System and as required by this Paragraph 11. Alongside any updated Information Security Management Document Set, the Supplier shall provide a summary of the changes made.
- 11.2 The Supplier shall notify the Buyer of all planned significant changes to the components or architecture of the Deliverables, and within 2 Working Days after becoming aware of any unplanned significant change to the components or architecture of the Deliverables, and shall not proceed or reverse such change unless the Buyer gives its written consent to such change within 10 Working Days of notification.
- 11.3 The Supplier shall notify the Buyer within the appropriate timescales (see below) after becoming aware of:
 - 11.3.1 a new risk to the components or architecture of the Deliverables;
 - 11.3.2 a vulnerability to the components or architecture of the Services which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph 14.2 of this Annex 3 to this Schedule:

- 11.3.3 a change in the threat profile;
- 11.3.4 a significant change to any risk component;
- 11.3.5 a significant change in the quantity of Personal Data held within the Information Management System;
- 11.3.6 a proposal to change any of the Sites from which any part of the Deliverables are provided;
- 11.3.7 a change in any Subcontractor involved in the provision of the Deliverables; or
- 11.3.8 an ISO 27001 audit report produced in connection with the Certification Requirements indicating significant concerns.
- 11.4 Any identified risks, vulnerabilities, or other security concerns that are rated as Critical shall be notified as soon as possible, and within one hour. Notification to include email, telephone and other measures, and the supplier must secure acknowledgement before considering this SLA to be met. For High, this period may be extended to 1 working day, and for all other topics the period is 2 Working Days.
- 11.5 Within 10 Working Days of such notification to the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register to the Buyer for review and approval. Depending on the impact of the risks being mitigated, this timescale may be considerably shorter and the buyer reserves the right to require priority and / or emergency changes for remediation of Critical and High severity risks.
- 11.6 Where the Supplier is required to implement a change, including any change to the Information Management System, in order to remedy any non-compliance with this Contract, the Supplier shall effect such change at its own cost and expense and within the timescales set out in the Required Changes Register.
- 11.7 The Buyer may require, and the Supplier shall provide the Buyer and its authorised representatives with:
 - 11.7.1 access to the Supplier Staff;
 - 11.7.2 access to the Information Management System to audit the Supplier and its Subcontractors' compliance with this Contract; and
 - 11.7.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require;
 - 11.7.4 to assist the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the

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> Government Data and the Information Management Systemare consistent with the representations in the Information Security Management Document Set. The Supplier shall provide the access required by the Buyer in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

12 Security Testing

- 12.1 The Supplier shall, at its own cost and expense procure and conduct Security Testing of the Supplier's system, including any subcontracted systems used to provide the Deliverables to the Buyer. If specified by the Buyer this must be undertaken by a CHECK Service Provider, otherwise this may be undertaken by a service provider under the CREST, TIGER or Cyber scheme:
 - 12.1.1 Crest https://www.crest-approved.org/
 - 12.1.2 Tiger https://www.tigerscheme.org/.
- 12.2 All Security Testing must be scoped so as to provide a realistic assessment of the efficacy of the Supplier's ISMS and risk mitigations. Service providers carrying out Security Testing should be provided with the security designs that they are validating and reports should include an assessment as to whether the existing control set is in line with the expected mitigations.
- 12.3 The Supplier shall complete all of the Security Testing before the Supplier submits the Security Assurance Statement to the Buyer for review in accordance with Paragraph 5 of this Annex, and repeat the Security Testing not less than once every 12 months and upon any significant change to the Supplier's system during the Call-Off Contract Period and submit the results of each such test to the Buyer for review in accordance with this Paragraph.
- 12.4 Reports and results of the Security Testing shall be made available for Buyer review such that the Buyer can have confidence and assurance over the residual risk of the Supplier's system.
- 12.5 If Security Testing is required to be carried out by a CHECK Service Provider pursuant to Paragraph 12.1 the Supplier shall:
 - 12.5.1 agree with the Buyer the aim and scope of the relevant Security Testing; and
 - 12.5.2 promptly, following receipt of each Security Testing report, provide the Buyer with a copy of the report.
- 12.6 in the event that the Security Testing report identifies any vulnerabilities, the Supplier shall prepare a remedial plan for approval by the Buyer (each a "Vulnerability Correction Plan") which sets out in respect of each vulnerability identified in the

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Security Testing report:

- 12.6.1 how the vulnerability will be remedied;
- 12.6.2 the date by which the vulnerability will be remedied; and
- 12.6.3 the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include further Security Testing) to confirm that the vulnerability has been remedied.
- 12.7 The Supplier shall comply with the Vulnerability Correction Plan and conduct such further tests on the Supplier's system as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- 12.8 The Supplier shall ensure that any Security Testing which could adversely affect the Supplier's system shall be designed and implemented by the Supplier so as to minimise the impact, on the delivery of the Deliverables, for example by using a representative test environment, and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.
- 12.9 If any testing conducted by or on behalf of the Supplier identifies a new risk new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within 2 days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the unredacted test report and:
 - 12.9.1 propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
 - 12.9.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Deliverables (in order to reduce the attack surface of the Supplier's system) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.
- 12.10 The Supplier shall conduct such further tests of the Supplier's system as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Contract.
- 12.11The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in this Annex.
- 13 Security Monitoring and Reporting
- 13.1 The Supplier shall:

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- 13.1.1 monitor the delivery of assurance activities;
- 13.1.2 maintain and update the Security Assurance Statement in accordance with Paragraph 5 of this Annex;
- 13.1.3 monitor security risks impacting upon the operation of the Deliverables;
- 13.1.4 monitor the Information Management System for attempted Breaches of Security, including but not limited to, failed authentication, attempted brute force, indications of attempted denial of service attacks, attempted or actual data exfiltration, suspicious system alterations, and privileged access;
- 13.1.5 report actual or attempted Breaches of Security in accordance with the approved Incident Management Process; and
- 13.1.6 agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the Start Date of this Call-Off Contract.

14 Vulnerabilities and Corrective Action

- 14.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 14.2 The severity of vulnerabilities for Supplier COTS Software and Third Party COTS Software shall be categorised by the supplier as 'critical', 'important' and 'other' by aligning these categories to the vulnerability scoring according to the agreed method in the Information Security Management Document Set and using the appropriate vulnerability scoring systems including:
 - 14.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at http://nvd.nist.gov/cvss.cfm); and
 - 14.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 14.3 Subject to Paragraphs 14.4 and 14.5 and of this Annex, the Supplier shall procure the application of security patches to vulnerabilities in the core Information Management System within:
 - 14.3.1 2 days after the public release of patches for those vulnerabilities categorised as 'critical':
 - 14.3.2 30 days after the public release of patches for those vulnerabilities categorised

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as 'important'; and

- 14.3.3 60 days after the public release of patches for those vulnerabilities categorised as 'other'.
- 14.4 Where a vulnerability is discovered or reasonably suspected to be under active exploitation upon discovery, or within the agreed remediation timeframe, and posing an active risk to Government Data, the timeframes set out in Paragraph 14.3 shall cease to apply and the remediation will be escalated as an emergency and progressed as soon as possibly in active consultation with the Buyer.
- 14.5 The timescales for applying patches to vulnerabilities in the core Information Management System set out in Paragraph 14.3 of this Annex shall be extended (subject to Buyer agreement) where:
 - 14.5.1 the Supplier can demonstrate that a vulnerability in the core Information Management System is not exploitable within the context of the Deliverables (e.g. because it resides in a software component which is not involved in running in the Deliverables) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 14.3 of this Annex if the vulnerability becomes exploitable within the context of the Deliverables;
 - 14.5.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Deliverables in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 14.5.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Information Security Management Document Set.
- 14.6 The Information Security Management Document Set shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support throughout the Call-Off Contract Period unless otherwise agreed by the Buyer in writing.

15 Breach of Security

- 15.1 If either Party becomes aware of an actual or attempted Breach of Security, it shall notify the other in accordance with the Incident Management Process.
- 15.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

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- 15.2.1 immediately take all reasonable steps necessary to:
 - minimise the extent of actual or potential harm caused by such Breach of Security;
 - remedy such Breach of Security to the extent possible;
 - apply a tested mitigation against any such Breach of Security;
 - prevent a further Breach of Security in the future which exploits the same root cause failure; and
 - preserve any evidence that may be relevant to any internal, Buyer or regulatory investigation or criminal or legal proceedings;
- 15.2.2 notify the Buyer immediately upon becoming aware of a Breach of Security or attempted Breach of Security or circumstances that are likely to give rise to a Breach of Security, providing the Buyer with sufficient information to meet any obligations to report a Breach of Security involving any Personal Data under the Data Protection Legislation; and
- 15.2.3 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Supplier becoming aware of the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 15.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System with this Contract, then such remedial action shall be completed at no additional cost to the Buyer.

16 Termination Rights

- 16.1 Without limitation, the following events shall constitute a material Default giving the Buyer a right to terminate for cause pursuant to Clause 10.4.1(d) of the Core Terms:
 - 16.1.1 the Buyer issues two rejection notices in respect of the Security Assurance Statement;
 - 16.1.2 the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;
 - 16.1.3 the Supplier fails to patch vulnerabilities in accordance with Paragraph 14 of Annex 3:

- 16.1.4 the Supplier materially fails to comply with the Incident Management Process;
- 16.1.5 the Supplier fails to meet the Certification Requirements;
- 16.1.6 the Supplier fails to comply with any Vulnerability Correction Plan; or
- 16.1.7 the Supplier experiences an event analogous to a Breach of Security in respect of its own or any other customers' data and any contributing factor to such event:
 - would be a cause for termination pursuant to this Paragraph 16 had such event been a Breach of Security pursuant to this Contract; or
 - demonstrates a failure to meet the requirements of this Schedule that gives the Buyer a right to terminate pursuant to this Paragraph 16.

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Annex 4

Information Security Management Document Set Template (Not Used at Call-Off Start Date) – Not Used

1 Definitions

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

"Exit Plan" means the Exit Plan to be agreed by the parties in

accordance with the provisions of Call-Off Schedule

10A; and

"Final Exit Plan" has the meaning given to it in paragraph 4.1 of Call-Off

Schedule 10A.

2 Handovers between Statements of Work

- 2.1 Every Statement of Work must include, as part of its final activities, provisions for handover to any subsequent and dependent Statement of Works.
- 2.2 Handovers should include any necessary documentation, training, and data necessary to allow for successful transition or exit, should the latter be decided upon.

3 Exit Plan

3.1 Introduction

- 3.1.1 Within 2 months of the Start Date (or as otherwise agreed between the Buyer and Supplier), the Supplier shall prepare a draft Exit Plan in accordance with Good Industry Practice and the provisions set out below, and shall provide such draft Exit Plan to the Buyer to review and approve.
- 3.1.2 The Buyer and the Supplier shall together review the draft Exit Plan, and shall aim to agree the draft Exit Plan within 3 months of the Start Date.
- 3.1.3 The Supplier shall at any time during the Call-Off Contract Period provide an updated draft Exit Plan where the provision of the Deliverables materially changes and this impacts the provisions of the Exit Plan.
- 3.1.4 The Parties shall annually jointly review, and the Supplier shall update if necessary, the provisions of the Exit Plan.

3.2 Content of Plan

3.2.1 The Supplier shall ensure that the Exit Plan facilitates a Service Transfer to the Buyer or a Replacement Supplier on expiry or termination of the Call Off

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Contract.

3.2.2 As a minimum the Exit Plan will include:

- Provision of / access to key Service information, workbook data, Supplier data, key Buyer processes and requirements, and TUPE information;
- Management structure throughout the exit;
- Roles and Responsibilities, which may include:

Role	Responsibilities
Exit Manager	Management of all Workstreams, including Communications and Finance
Project Management Support	Support across all Workstreams
Framework Director	Project Governance
Data Lead	Data & Reporting Workstreams
Technology Lead	Technology Workstream
TUPE lead	People Workstream
Supplier Lead	Supplier Management Workstream
Operations and Delivery Lead	Operations & WIP Workstreams

- Activities and timeline for the exit The exact nature of the activities
 and the timelines associated with them will be dependent on the
 planning and activities defined by the Buyer and the Replacement
 Supplier, most notably the timelines and phasing of the specific Buyer
 roll outs, and the associated implications. The Exit Plan should
 nevertheless incorporate indicative timescales and milestones with
 these to be firmed up by agreement between the Parties no later than
 an agreed timespan before the date of expiry or termination;
- Logical workstreams into which the activities will be organised, which may, for example, include:

Workstream	Key Activities
	Identify Exit Manager
	Identify Data Lead
	Identify Exit Board and key sponsors
	Understand scope and scale of new
	service, phasing, etc
D	Confirm exit activities and timelines
Project Governance	Establish and maintain RAID Log
	Align exit activities to agreed exit
	timelines
	Sign off detailed plan and activities
	Identify Project Workstream
	contributors
	Agree timeline to control closure of
	access to any Buyer Systems
Technology	
30-40-40 A A A A A A A A A A A A A A A A A A A	
	p ys
	The Supplier to review data requests
	and provide workforce data in
	reasonable format and frequency.
	Supplier to provide a final data cut
	during hold/freeze period in line with
	WIP requirements
	Agree data archiving approach and
Data	data deletion as required by the
	Buyer, in line with GDPR &
	contractual requirements.
	Agree how data will be transferred at
	exit, including encryption
	Buyer data requirements to be
	finalised re retirement of incumbent
	workflow
	Provide Buyer specific process maps
	and variations
Operations & Delivery	Provide responses to reasonable
	Replacement Supplier clarification
	requests
	Provide a point of contact in HR to
People	agree TUPE timelines & approach

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Workstream	Key Activities	
	Activities as required to comply with Part E of Call-Off Schedule 2 (Staff	
	Transfer)	
	Provide all current suppliers and contact details	
Supplier Management	Support reasonable communications to suppliers and issue any required communications	
	Manage billing closure with Supplier	
	Feed into communications plan Feed into communications drafting	
	Ensure all relevant Supplier teams understand activities/ progress of exit / agreed messaging	
Communications and Change Management	Fully brief helpdesk on FAQs and messaging	
	Issue communications to workers and suppliers as per plan	
	Provide input to change impact assessment	
Reporting	Provide a detailed overview of current reporting suite detailing key criteria, recipients and frequency	
	Agree process & commercial arrangements for WIP transition	
Work in Progress Transition (WIP)	Support data cleanse activity with a final data cut submitted to incoming service provider	
	Support WIP freeze on raising new requisitions and worker changes	
	Provide final billing and confirm final time sheeting details	
Finance	Support in closing down purchase orders (if applicable)	
	Support communication to workers and suppliers on billing transition	

 Details of the transition of Deliverables, processes, data etc during the exit;

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- Details of how technologies and accesses will be retired;
- Issue management governance structure; and
- Key assumptions, which may, for example, include;
 - Data Requests to be reasonable, specific and where necessary have clear articulation of why such data is required;
 - Response Timelines timelines for activities and data requests to be reasonable and reflect the work effort required in producing / executing;
 - Active Engagement –Supplier to be kept fully informed of Buyer progress and updates; and
 - Buyer Points of Contact –provide dedicated resource to support in the management of the exit and help manage issues and escalations.

4 Exit Management

- 4.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 4.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 4.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract:
 - 4.1.3 the date which is 12 Months before the end of the Term; and
 - 4.1.4 receipt of a written request of the Buyer at any time,

the Supplier shall provide a complete set of information it is required to provide under the Exit Plan and the Parties shall agree the dates for completion of the activities set out in the Exit Plan. The Exit Plan, once populated with dates for the completion of activities ("Final Exit Plan") shall govern exit and transition of the Deliverables.

- 4.2 In relation to the delivery of the activities in a Final Exit Plan for a Service Transfer, the Supplier shall provide all reasonable co-operation and collaboration with the Buyer and Replacement Supplier including to agree aligned dates and to perform, and facilitate the performance of, aligned activities.
- 4.3 To the extent it does not adversely affect the Supplier's performance of any remaining Deliverables, then for the purposes of executing a Final Exit Plan, the Supplier shall:
 - 4.3.1 cease to use the Government Data (subject to paragraph 4.5);
 - 4.3.2 comply with the deletion requirements described in paragraph 4.4

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as impacted by paragraph 4.5;

- 4.3.3 return to the Buyer all of the following if it is in the Supplier's possession or control:
 - all copies of Buyer Software licensed or provided by the Buyer;
 - all materials and documents owned by the Buyer; and
 - any other Buyer Assets provided by the Buyer.
- 4.4 Subject to paragraph 4.5, the Supplier shall as soon as reasonably practicable after termination of the Deliverables return (if required by the Buyer) all Government Data and any copies of it or of the information it contains, and in any case securely and irrevocably delete from its systems the Government Data in accordance with the applicable provisions of Call Off Schedule 9A (Health Security). The Supplier shall certify that all copies of the Government Data have been deleted within a reasonable time and in any event not later than 90 days after termination of the Deliverables.
- 4.5 The Supplier may continue to Process Personal Data contained within the Government Data following termination of the Deliverables to the extent necessary to support access by the Controllers to historical activity or audit data contained in the Supplier's systems where set out as required and in accordance with the conditions set out in Joint Schedule 11 (Processing Data).
- 4.6 When the Supplier believes that it has completed all activities in a Final Exit Plan, the Supplier shall notify the Buyer who shall then assess whether it is satisfied that the activities have been successfully completed. If the Buyer agrees that the Supplier has completed all of the required activities for that particular Final Exit Plan, it shall confirm its agreement in writing. If the Buyer does not agree with the Supplier's assertion that it has completed all of the required activities, then it shall notify the Supplier of the reasons why and following receipt of such reasons, the Supplier shall complete the required outstanding actions in a timeframe as will be reasonably agreed between the Parties.

5 Confidential Information

5.1 Subject to the requirements of Joint Schedule 11 (Processing Data) in relation to data retention, return and destruction, upon termination or expiry of this Call Off Contract, each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of completing a Service Transfer or for statutory compliance purposes. The parties agree that any

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Personal Data will be managed in accordance with Joint Schedule 11 (Processing Data).

5.2 The Supplier agrees that any Final Exit Plan agreed pursuant to the process described in paragraph 4.1 may be shared with CCS and with the Replacement Supplier(s).

6 Charges

6.1 Each Party shall bear its own costs in relation to the performance of its obligations described in this schedule.

1. DEFINITIONS

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

"Agile"	a generic term to cover agile ways of working within the digital environment;
"Backlog"	has the meaning given to it in paragraph 2.3.1;
"Balanced Scorecard"	has the meaning given to it in paragraph 2.3.8;
"Buyer SM Event"	has the meaning given to it in paragraph 2.3.7;
"Call-Off Contract Management"	has the meaning given to it in paragraph 2.1.2;
"Call-Off Rate Card"	means the table of rates for different roles as captured in Call-Off Schedule 5A (Pricing Details);
"Collaborative Buyer/Supplier Event"	has the meaning given to it in paragraph 2.3.9;
"Call-Off Contract Manager"	the Call-Off Contract Manager appointed for the Supplier and for the Buyer in accordance with Annex 6 of this Schedule;
"Commercial Planning/Review Events"	has the meaning given to it in paragraph 2.3.4;
"Executive Sponsor"	has the meaning given to it in paragraph 6.26;
"Operational Board"	the board established in accordance with paragraph 2.3.64.1 of this Schedule;
"Operational Contract Manager"	the operational contract manager appointed for the Supplier and for the Buyer in Annex 6 of this Schedule;
"Operational Planning Event"	has the meaning given to it in paragraph 2.3.2;
"Operational Review Events"	has the meaning given to it in paragraph 2.3.3;
"Orange Book"	means the Orange Book: Management of Risks – Principles and Concepts accessible at: https://assets.publishing.service.gov.uk/governme nt/uploads/system/uploads/attachment_data/file/1 91513/The Orange Book.pdf
"Programme"	means a programme of work, as identified by a portfolio number or equivalent;

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"Scrum Sprint" means a time boxed period of time in which a

useable product increment is created per the Scrum Guide™ (an Agile methodology);

has the meaning given to it in paragraph 2.1.1; and

"SOW Variation" has the meaning given to it in paragraph 2.3.5.

2. OVERVIEW OF SUPPLIER AND CONTRACT MANAGEMENT

"SOW Management"

- 2.1 There are five levels of relationship and contract management covered by the various parts of this framework:
 - 2.1.1 Statement of Work Management ("SOW Management") covering how Statements of Work (SOWs) are managed. SOW Management starts with SOWs being created and ends, typically with handover to the next SOW, as a SOW ends (see paragraph 3.1);
 - 2.1.2 Call-Off Contract Management ("Call-Off Contract Management") covering the specific contract management obligations between Supplier and Buyer relating to a specific Call-Off Contract (see paragraph 3.8);
 - 2.1.3 Buyer/Supplier Management covering individual relationships between the Buyer and a single Supplier. These relationships are anticipated to develop as an early part of Call-Offcompetition as Suppliers bid for potential work. These relationships are also anticipated to persist beyond individual Call-Offs for the duration of the Framework (and beyond, assuming Call-Offs extend beyond the formal term of the Framework) (see paragraph 3.31);
 - 2.1.4 Buyer Specific Framework Management, involving the Buyer and all Suppliers under the Framework with whom the Buyer has a relationship. This level of relationship is anticipated to evolve as Call-Offs are awarded. This level of relationship is anticipated to persist beyond individual Call-Offs (see paragraph 3.40); and
 - 2.1.5 Framework Buyer/Supplier Management covering "user group" topics such as:
 - Innovation;
 - New developments in technologies:
 - Changes in digital services (e.g. the incorporation of SFIA 8 and changes to Digital, Data and Technology roles);
 - Opportunities to improve the operation of the overall framework; and
 - Proposed updates to the framework;
- 2.2 For the avoidance of doubt, by signing any individual Call-Off Contract, suppliers are obliged to meet the terms of this Schedule, as required by the Buyer, for the durations indicated at each level of relationship.
- 2.3 There are a number of key mechanisms for managing this Call-Off Contract set out below. This list is not an exclusive list but is designed to focus on the key principles underpinning each level of management. Also, whilst logically separated below, the Buyer may elect to combine such mechanisms:
 - 2.3.1 Product Backlog (Scrum ™) or Prioritised Requirements List (AgilePM®) (the "Backlog") which, within the context of this Contract, should be

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> considered to be the cornerstone of ongoing operational management. As such it should be considered to be a live contract artefact (see paragraph 4.1);

- 2.3.2 "Operational Planning Events" or equivalent, managing the granular level refinement from Commercial Planning/Review Event level (typically at requirement/Increment level down to Scrum Sprint / Timebox (AgilePM) sized task level (to be held at the frequency given at paragraph 3.6);
- 2.3.3 "Operational Review Events" or equivalent, which provide the basis for among other things, reviewing achievements out of individual Sprints/Timeboxes, learning lessons from the previous activity and understanding the actual effort used. A summary of this will be fed into the Commercial Planning/Review Events (Scrum Sprints or reporting performance and progress of tasks into the Commercial Planning/Review Events is described below at paragraph 3.7);
- 2.3.4 "Commercial Planning/Review Events" (usually combined but may be separate events for planning and review):
 - These events will refine and prioritise the main Backlog (at Deliverable Increment/user story level and above) for feeding into the more detailed SOW task level backlog managed under the Operational Planning Events described above. If the Incremental Fixed Price charging mechanism is in use under a SOW, these events will agree the "price" for a Deliverable Increment (backed up by an estimate of effort linked to the Call-Off Rate Card).
 - From a review perspective, the Commercial Planning/Review Event will assess completeness of tasks and map this into acceptance of Deliverables or Deliverable Increments as well as collate actual effort spent. Acceptance certificates may be used to acknowledge completeness. The review will typically lead to invoicing and payment.
 - Whilst the frequency of Operational Planning Events is likely to reflect the operational practices specific to the SOW, Commercial Planning/Review Events will normally be held on a monthly basis.
 - These events are seen at the main focus points for Call-Off Contract Management activities (see paragraph 3.8).
- 2.3.5 Variation and Change Management covers minor changes to Statements of Work ("SOW Variations") and more formal changes to the contract (see paragraph 4.2 below);
- 2.3.6 Events such as Operational Board meetings, where the programme or project teams may escalate topics for resolution or where material decisions may need to be made. (see paragraph 6.21 below);
- 2.3.7 "Buyer SM Events" designed to aggregate Call-Off Contract activity into an overarching view of Supplier performance and provide a means to take a holistic view of the performance and relationship with the Supplier as well as address topics escalated from individual Call-Off Contracts. If the Buyer only has one or two Call-Off Contracts with an individual supplier these events may be combined with Commercial Planning/Review Events, however the intent is to focus at the Supplier level rather than the Call-Off Contract level (see paragraph 3.39 below);
- 2.3.8 The "Balanced Scorecard", providing the mechanism to visually summarise the status of either the Call-Off and/or Supplier performance. Whilst a large individual Call-Off may warrant a dedicated Balanced

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> Scorecard, within the context of this framework it is anticipated the Balanced Scorecard will operate at the overall Buyer/Supplier level (and this is the assumption underpinning the illustrations making up the rest of this Schedule) (see 4.3 below);

- 2.3.9 "Collaborative Buyer/Supplier Events" intended to provide a mechanism to share learning, develop collective improvements, share future plans, and discuss topics which may be forwarded for consideration at the Framework level. (see 3.40 below); and
- 2.3.10 in order to manage the time dimension relevant to the Call-Off Contract the Buyer will require some form of delivery planning. This may be in the form of Gantt charts or project plans, or it may be in the form of agile tools such as roadmaps, Epic boards, Elaboration and/or Sprint Boards, Kanban boards, etc. (see paragraph Error! Reference source not found. below).
- 2.4 Throughout the lifetime of both individual Call-Off Contracts and the framework relationship between the Buyer and Suppliers there are risks. Risk management practices applied at Call-Off Contract level are described further at paragraph 5.
- 2.5 Suppliers should be aware that the Buyer will also undertake ongoing Supplier risk management activities (such as ongoing financial credit rating checks) as part of its Call-Off Contract management processes.

3. SUPPLIER AND CONTRACT MANAGEMENT LEVELS

Statement of Work Management

- 3.1 Other than the first SOWs under a Call-Off Contract, which will be defined by the Buyer, SOWs will generally be developed involving joint exploratory discussions between the Buyer and the Supplier. Generally speaking, inputs to the SOW are likely to include:
 - 3.1.1 some form of road map (the context);
 - 3.1.2 initial views on initial resource profile and technology stack and so on, used to inform the sizing of the SOW;
 - 3.1.3 which Accountability Model (Sole Responsibility, Self-Directed Teams or Rainbow), each as defined in Framework Schedule 1 (Specification); and which pricing mechanism (Fixed Price, Capped Time and Material, or Incremental Fixed Priced); and
 - 3.1.4 an initial Backlog (detailing requirements at an appropriate level of detail), provisional resource profile and technologies.
- 3.2 The operation of the Backlog is described under paragraph 4, however, at operational level it is intended to be the basis for agreeing, accepting and capturing tasks as well as related effort. There shall be a continuous alignment between the main Backlog held at Call-Off Contract level and any SOW Backlog (the Call-Off Contract level Backlog focuses on Deliverable Increments whilst the SOW Backlog level focuses on the more detailed tasks). At SOW level the Backlog should largely be operational and should be being refined to a level that can be allocated to the next sprint, timebox or equivalent (aiming to task size).

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- 3.3 In addition to the Backlog, there will be information required by the Buyer for the purposes of recording resources (e.g. for controlling access to infrastructure), measuring performance (e.g. burn charts, etc), evidencing delivery (e.g. acceptance certificates) and so on. Annex 1 provides a provisional, non-exclusive, list of information types which may be used by the Buyer to initially specify typical requirements.
- 3.4 Whilst individual SOWs may operate under the Fixed Price or Incremental Fixed Price pricing mechanisms, all Call-Off Contracts shall be underpinned by an agreed set of Supplier Call-Off Rate Cards. Under all circumstances, regardless of pricing model, Suppliers shall maintain an accurate record of actual resource utilisation and to make this available to the Buyer on request.
- 3.5 When capturing effort, the Supplier is required to link such effort to the SOW and to the respective entry on the applicable Call-Off Rate Card as well as include period start and end date and utilised effort (in hours, days or fractions thereof as determined by the Buyer).
- 3.6 Operational Planning Events will be held at a frequency determined by the Buyer. The purpose will be to agree the next iteration of work (e.g. Scrum Sprint) and to refine the Backlog. The principle of ongoing refinement is a key Agile concept.
- 3.7 Operational Review Events will be held at a frequency determined by the Buyer. Typically, these will be at regular intervals (e.g. every month or every Scrum Sprint). Two contractual related purposes of Operational Review Events are to:
 - 3.7.1 identify when tasks are completed and provide evidence to the Commercial Planning/Review Events that work is "done"; and
 - 3.7.2 capture actual effort taken (versus the forecast) as a means of improving future estimates and providing the raw data for invoicing purposes.

Call-Off Contract Management

- 3.8 Within the context of this Call-Off Contract, taking into account the other levels of contract management, the primary purpose of Call-Off Contract Management includes:
 - establishing and managing the information flows relevant to the Call-Off Contract;
 - 3.8.2 managing the overarching Backlog and ensuring it is continuously refined to reflect the evolving work;
 - 3.8.3 establishing new SOWs, providing oversight of SOWs in progress and ensuring handover between SOWs as appropriate;
 - 3.8.4 acting as the bridge between SOW management (operational) and commercial matters such as raising and managing invoices and payment, and tracking and managing commitment and spend against the overall Call-Off Contract value estimate:
 - providing oversight of the resources (Supplier Staff, Subcontractors, etc.) required to deliver the Deliverables under the Call-Off Contract;
 - 3.8.6 creating and maintaining Implementation Plans (as set out in Call-Off Schedule 13A (Health Implementation Plan and Testing);

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- 3.8.7 co-ordinating with stakeholders and the Operational Board if applicable;
- 3.8.8 managing overall Call-Off Contract level risks, issues, escalations and commercial matters;
- 3.8.9 managing formal Variations;
- 3.8.10 acting as the linkage point into Buyer/Supplier Management;
- 3.8.11 maintaining and updating the Contract specific Call-Off Rate Card(s);
- 3.8.12 contributing to the maintenance of programme/project artifacts such as business cases, procurement packages, roadmaps, etc;
- 3.8.13 ensuring smooth transition and hand-over to the recipient of Deliverables (always the Buyer, but it may also be to another supplier if there is another major phase of work to be undertaken by the other supplier under a separate Call-Off Contract or SOW); and
- 3.8.14 monitoring Supplier performance against Material KPIs.
- 3.9 Typically, the Buyer shall expect oversight of SOWs to form part of the role of a core team who will persist for the duration of the Call-Off Contract. The Buyer shall consider executing a dedicated SOW (typically a rainbow team, on a Capped Time and Materials basis) for defining and managing Call-Off Contract Management activities. This would be in addition to any specific delivery SOWs. This role is not anticipated to be full time, but rather periodic (e.g. no more than a few days per month). If a single SOW is operating at any given time, the role may to be combined with others.
- 3.10 Whereas SOWs will often be sequential, there is no restriction on the number of SOWs that are able to be effective at any point in time. Likewise it is highlighted that Service Provisions under this framework are not lots. This means a Call-Off Contract may involve more than one Service Provision (with individual SOWs possibly commissioned to deliver distinct services).
- 3.11 The above activities are logically defined under the heading of Call-Off Contract Management for the purposes of this Call-Off Contract however the Buyer may choose to capture the above requirements in a manner of their own choosing.

Establishing and Managing Information Flows

- 3.12 Annex 2 provides an initial list of information which may be requested by the Buyer in connection with Call-Off Contract Management. The Buyer may add to this list at any point in time by notifying the Supplier in writing.
- 3.13 The information set out in Annex 2 shall be expected to be kept up to date by the Supplier at the refresh frequency set out in that Annex. The Supplier is required to maintain tight version control and, where noted, obtain Buyer approval to updates as the work progresses.

Managing the Backlog

3.14 The Backlog is a key artifact for Call-Off Contract Management. The Backlog shall track Deliverable Increments as they are refined during the Call-Off Contract Period, will identify which SOWs cover each Deliverable Increment, will size them (and cost them under either the Fixed Price or Incremental Fixed Price models), will provide the basis for "accepting" them and will track various other information as set out in Annex 4.

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- 3.15 Whilst the Buyer may choose to have a single Backlog covering each SOW and the Call-Off Contract, at Call-Off Contract level the Backlog is intended to capture the Deliverable Increments whilst delegating the detailed task-level management down to the SOW Backlog.
- 3.16 Payment under the either the Fixed Price or Incremental Fixed Price pricing mechanism will be based on the price agreed in advance. However, the Supplier will be expected to provide a resource estimate which, when combined with Call-Off Rate Card prices, will provide the transparent basis for the fixed price.
- 3.17 The Buyer may elect to use acceptance certificates for all Deliverable Increments agreed as "done" or only for key Deliverable Increments. Under the Fixed Price or Incremental Fixed Price pricing mechanisms, there shall be a clear linkage between an invoiced amount and the relevant Deliverable Increment.
- In all cases there shall be a clear linkage between the Backlog and invoices submitted.
- 3.19 Invoice frequency may not align with Operational Review Events (e.g. invoicing may be monthly but review/planning events every two weeks). Under such circumstances, for clarity of receipting and audit purposes, unless agreed otherwise by the Buyer, work yet to be accepted at the Commercial Planning/Review Event shall be held back to the next appropriate invoice period.

Oversight of Statements of Work

- 3.20 Subsequent to the first SOW, new SOWs will be created and agreed under the concept of Call-Off Contract Management. It is anticipated that the team involved in Call-Off Contract Management shall develop the SOW requirements, work with the Supplier to agree the content of the SOW, and decide on the resourcing and pricing models prior to signing off the SOW.
- 3.21 It is the responsibility of the respective Call-Off Contract Managers to ensure SOWs are within the scope of the overarching Call-Off Contract and that budget is available under the Call-Off Contract.
- 3.22 It is envisaged that minor variations to in-place SOWs will be coordinated under the concept of Call-Off Contract Management

Providing oversight of resourcing

- 3.23 Whilst detailed planning of resource allocation to SOW tasks is handled at SOW Management level, there is an ongoing requirement to understand the total resourcing view and where resourcing is deployed at the Call-Off Contract level.
- 3.24 Under the Rainbow Team Accountability Model, the Buyer may have mandatory induction processes to be followed. The Supplier shall ensure that all such requirements are met where required prior to beginning work under any Call-Off Contract or SOW.
- 3.25 The Supplier is also responsible for ensuring that its staff (directly or indirectly employed) perform any data handover / cleansing obligations where applicable at the end of a Call-Off Contract. Call-Off Contract Management is accountable for ensuring this is done.

The bridge between SOW Delivery and payment / Call-Off Contract budget management

3.26 The Supplier shall, at all times, maintain an audit path linking delivery information together with invoice information.

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- 3.27 In an Agile environment, the contract value agreed at Call-Off Contract level is typically a maximum possible value rather than a committed sum. Subject to the terms of this Call-Off Contract, committed charges shall be set out in each SOW.
- 3.28 At all times, the Supplier shall track budgets, forecasts and actuals at purchase order level, SOW level and Call-Off Contract level and shall provide a level of granularity (e.g. monthly) as required by the Buyer.
- 3.29 The Supplier shall update such financial summaries to reflect any changes agreed under the formal Variation process.
- 3.30 The Supplier shall notify the Buyer of any forecast overspend at least 60 days in advance of such an overspend occurring.

Buyer/Supplier Management

- 3.31 Buyer/Supplier Management covers the overall relationship between Buyer and Supplier. If there is only one Call-Off Contract in place between the Buyer and Supplier the below activities may be combined under Call-Off Contract Management. However, Buyer/Supplier Management contains obligations which extend beyond specific Call-Off Contracts as set out below.
- 3.32 Buyer/Supplier Management is considered to formally start on the commencement of the Call-Off Contract. However, it is anticipated that Suppliers start to engage in Buyer/Supplier Management on an informal basis as they first become involved in a Further Competition Procedure.
- 3.33 From the Call-Off Contract Start Date the Supplier shall nominate a Buyer Account Manager and the Buyer shall nominate a Supplier Manager
- 3.34 It is expected, as part of non-Call-Off Contract-specific Supplier engagement, that the Supplier makes efforts to "understand" the Buyer. In order to improve competition and ensure a level playing the Buyer shall support attempts by the Supplier to "understand" the Buyer, without prejudicing any Further Competition Procedure.
- 3.35 It is recommended that, where a Supplier has not previously had a relationship with the Buyer, or specific relevant parts of the Buyer's business, that "get to know events" are facilitated by the Buyer.
- 3.36 Buyer/Supplier Management is considered to end on the End Date of the last effective Call-Off Contract between the Buyer and Supplier.
- 3.37 Whilst it is recognised that Buyer/Supplier Management may be incorporated within Call-Off Contract Management, there is certain information which may be aggregated up or is pertinent to the relationship with the Supplier. Examples of such information are listed under Annex 3.
- 3.38 On an ongoing basis, the Buyer and Supplier shall collaborate to ensure appropriate prioritisation of resources, focus and continuous improvement across all Call-Off Contracts between the Buyer and the Supplier.
- 3.39 Buyer SM Events, for handling the above matters, shall be held at a frequency determined by the Buyer.

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Collaborative Buyer/Supplier Events

- 3.40 Periodically, the Buyer may elect to meet with all Suppliers with whom it has Call-Off Contracts or who are actively participating in Framework business with the Buyer.
- 3.41 Typically such events will be held quarterly, but the frequency shall be determined by the Buyer. Suppliers should make every reasonable effort to participate in, and contribute to, such events.
- 3.42 The purpose of such events will typically be to:
 - 3.42.1 provide the Buyer with the opportunity to share, on an equitable basis, future pipelines of work;
 - 3.42.2 provide the Buyer with the opportunity to share future technology trends from the Buyer's perspective;
 - 3.42.3 provide Suppliers with the opportunity to suggest overall improvements to the way the Framework Contract is working with the Buyer;
 - 3.42.4 share emerging technologies coming out of Supplier activities;
 - 3.42.5 identify where there may be market shortages in skills and discuss mechanisms (training, knowledge sharing, buddying/mentoring, etc.) to address such shortages;
 - 3.42.6 agree proposals for possible changes to be considered by CCS;
 - 3.42.7 discuss opportunities to improve the operation of the overall Framework Contract;
 - 3.42.8 discuss proposed updates to the Framework Contract; and
 - 3.42.9 any other activity which may be proposed by the Buyer.

4. KEY MECHANISMS

- 4.1 Product Backlog (Scrum®) or Prioritised Requirements List (AgilePM®) or equivalent:
 - 4.1.1 Typical information to be held in the Backlog may be found in Annex 4;
 - 4.1.2 The Backlog should be considered to be the operational equivalent of a change controllog capturing refinements, changes, additions and deletions. The Backlog demonstrates the value delivered (even if only at Deliverable Increment) and provides an indicator on how much change the project/programme has had to absorb;
 - 4.1.3 The Backlog evidences value delivered; and
 - 4.1.4 Since the Backlog captures ongoing refinement, Variations should only be required to changes to funding, scope and high level Milestones/timescales.

4.2 Variation and Change Management

4.2.1 The term "SOW Variation" is used to describe changes to budget, timescales, and scope at the SOW level. Other than the Buyer ensuring finances are still available and that the scope of the SOW remains inside the Call-Off Contract, such SOW Variations are intended to be managed