

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE: Project\_3158

THE BUYER: **Trade Remedies Authority (TRA)**

BUYER ADDRESS: Premier House, 60 Caversham Road, Reading, RG1 7EB

THE SUPPLIER: Clariter Limited

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: N/A

DPS SUPPLIER REGISTRATION SERVICE ID: [REDACTED]

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 26/06/2024.  
It's issued under the DPS Contract with the reference number RM6148 for the provision of Quality Assurance & Testing for IT Systems 2.

DPS FILTER CATEGORY(IES):

1. Accreditations and standards available: Clearance: BPSS

Core Terms

ORDER INCORPORATED TERMS

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

- 1. This Order Form including the Order Special Terms and Order Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6148
- 3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6148
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Order Schedules for RM6148
  - [Order Schedule 1 (Transparency Reports) ]
  - [Order Schedule 5 (Pricing Details) ]
  - [Order Schedule 7 (Key Supplier Staff) ]
  - [Order Schedule 9 (Security) ]
  - [Order Schedule 10 (Exit Management) ]
  - [Order Schedule 14 (Service Levels) ]
  - [Order Schedule 15 (Order Contract Management) ]
  - [Order Schedule 20 (Order Specification) ]

- 4. CCS Core Terms (DPS version)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6148

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

ORDER SPECIAL TERMS

Not applicable.

ORDER START DATE: 26/06/2024

ORDER EXPIRY DATE: 26/06/2025

ORDER INITIAL PERIOD: 12 Months

ORDER OPTIONAL EXTENSION PERIOD: N/A

## Core Terms

## DELIVERABLES

See details in Order Schedule 20 (Order Specification)



DPS Order Schedule  
20 - Specification.pdf

## MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£45,000 inclusive of VAT**

## ORDER CHARGES

## Time and Materials

- A Templated Statement of Works will be shared with the Successful Supplier post award.
- Each Statement of Work will be commissioned by TRA and will need to be agreed between TRA and the Successful Supplier before any work can commence.
- Suppliers will submit prices against staff roles and the grade structure set out in Annex 1 of DPS Schedule 1.
- SOW will be issued by TRA and agreed with the supplier.

See details in Order Schedule 5 (Pricing Details)]



DPS Schedule 1 -  
Specification 1.0.pdf



DPS Order Schedule  
5 - Pricing Details v1.

## REIMBURSABLE EXPENSES

The TRA will reimburse travel expenses up to the value of £1,000 over the lifetime of the contract between TRA and Clariter.

## PAYMENT TERMS

Payments will be scheduled in arrears for each Statement of Work. The acceptance criteria will be stated in each Statement of Work for the lifetime of the contract between TRA and Clariter.

## PAYMENT METHOD

The supplier shall invoice monthly in arrears. The customer shall pay the supplier within thirty days (30) working days of receipt of a valid invoice. The payment method for this call-off contract is BACS

## Trade Remedies Authority (TRA)

### BUYER ADDRESS:

Premier House  
60 Caversham Road  
Reading  
RG1 7EB

### BUYER'S INVOICE ADDRESS:

Trade Remedies Authority  
Premier House  
60 Caversham Road  
Reading  
RG1 7EB

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

### BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/uk-export-finance-environmental-social-and-human-rights-policy/policy-and-practice-on-environmental-social-and-humanrights-due-diligence-and-monitoring>

### BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework/hmq-security-policy-framework>

### BESPOKE ISMS REQUIRED

Not Applicable

### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Core Terms

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

A monthly contract management report at the start of each month, and all other reporting to be determined in individual Statement of Works.

PROGRESS MEETING FREQUENCY

A monthly contract management meeting, at the start of the month, and all other progress meetings to be determined in individual Statement of Works.

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

The Pricing Schedule (Clariter\_STAGE 3 Prices) and the Details of Technical Answers (Clariter\_Stage1B\_Q1.1\_Approach-to-Delivery-of-the-Service; Clariter\_Stage1B\_Q1.2\_Experience\_Soft-Skills\_Cultural-Fi; Clariter\_Stage1B\_Q1.3\_Personnel\_Soft-Skills\_Cultural-Fit; Clariter\_Stage1B\_Q1.4\_Added-Value\_Innovation; Clariter\_Stage1B\_Q1.5\_Social-Value) and all technical reporting and deliverables as stated in the all SOWs are to be considered Commercially Sensitive Information.

SERVICE CREDITS

Not applicable.

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Core Terms

Not Applicable.

SOCIAL VALUE COMMITMENT

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

STATEMENTS OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

| For and on behalf of the Supplier: |             | For and on behalf of the Buyer: |             |
|------------------------------------|-------------|---------------------------------|-------------|
| Signature:                         | <div></div> | Signature:                      | <div></div> |
| Name:                              | <div></div> | Name:                           | <div></div> |
| Role:                              | <div></div> | Role:                           | <div></div> |
| Date:                              | 26/6/2024   | Date:                           | 26/6/2024   |

[Buyer guidance: execution by seal / deed where required by the Buyer].

Annex 1 (Template Statement of Work)

Digital Vision

Future TRS Project

Statement of Work

Version History

| Version | Author(s)               | Key Changes                                | Date     |
|---------|-------------------------|--|----------|
| 0.1     | <div></div> <div></div> | First draft released to Clariter for input | 03/06/24 |

Approvals

| Version | Approver(s) | Date |
|---------|-------------|------|
|---------|-------------|------|

## Core Terms

|     |  |            |
|-----|--|------------|
| 1.0 | Head of Digital & Technology – [REDACTED]<br>[REDACTED]<br>Director of Corporate Services - [REDACTED]<br>[REDACTED] | 26/06/2024 |
|-----|--|------------|

**1.1.1 Annex 1: Mobilisation****Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

| Attribute                           | Value   |
|-------------------------------------|---|
| <b>Date of SOW sign-off:</b>        | 26th June 2024  |
| <b>SOW Title:</b>                   | Future TRS Project – Mobilisation, and Proof of Concept |
| <b>SOW Reference:</b>               | Future TRS Clariter SoW 1                               |
| <b>Call-Off Contract Reference:</b> | Project_3158  |
| <b>Buyer:</b>                       | Trade Remedies Authority                                |
| <b>Supplier:</b>                    | Clariter Ltd  |
| <b>SOW Start Date:</b>              | 26 <sup>st</sup> June 2024                              |
| <b>SOW End Date:</b>                | 24th July 2024  |
| <b>Duration of SOW:</b>             | 4 weeks   |
| <b>Key Personnel (Buyer):</b>       | [REDACTED]  |
| <b>Key Personnel (Supplier):</b>    | [REDACTED]  |
| <b>Subcontractors:</b>              | N/A   |

**SOW Deliverables Background:**

Core Terms

This SoW is the first in a series of two covering test assurance activity planning, and test execution thereafter, across the entire end to end Future TRS project.

**Delivery phase(s):** Private Beta: including Mobilisation.

**Overview of Requirement:**

**Mobilisation**

- Supplier to produce Test Assurance Strategy describing how Clariter will apply quality assurance activities to the end-to-end TRA Project Plan for the Future TRS project.
- Supplier to undertake collaborative planning with TRA, DBT, and [REDACTED] in order to agree a Test Execution Plan for test assurance activities.

**Buyer Requirements – SOW Deliverables**

**Outcome Description:**

| Milestone Ref       | Milestone Description  | Acceptance Criteria                              | Due Date                   |
|---------------------|--|--|----------------------------|
| <b>Mobilisation</b> |  |  |                            |
| MS01                | Supplier to produce Test Assurance Strategy describing how Clariter will apply quality assurance activities to the end-to-end TRA Project Plan for the Future TRS project. | Sign-off by TRA digital service owner [REDACTED] | 24 <sup>th</sup> July 2024 |
| MS02                | Supplier to undertake collaborative planning with TRA, DBT, and Capgemini to agree a Test Execution Plan for test assurance activities.                                    | Sign-off by TRA digital service owner [REDACTED] | 24 <sup>th</sup> July 2024 |

**Delivery Plan:**

The Test Execution Plan delivered by Clariter will be based on the TRA Future TRS Project Plan as shown below.

**Dependencies:**



## Core Terms

1. Have access to all necessary meetings and discussions with TRA, DBT, and [REDACTED] associated with project governance, ways of working, demonstrations, setup, definition and planning.
2. Have access to all backlog items available at the time of test assurance strategy development and test execution planning activities.
3. Have access to the necessary systems, information stores, networks, environments and platforms required to support the test strategy development and test execution planning.
4. Knowledge of the appropriate test environment, including hardware, software, and test data, in order to effectively conduct test strategy planning.
5. Knowledge of Capgemini testing approach across the end to end project.

**Supplier Resource Plan:**

At this stage and with the information currently available we estimate that [REDACTED] will be operating as Lead QA Engineer / Lead QA Analyst for the scope outlined in the Mobilisation.

Should additional needs arise, we are ready to consider the augmentation of the team in this phase with specific resources.

Future SOW's Resource Plan will be determined during the same Mobilisation phase.

**Time and Materials Allocation: Mobilisation Phase Only**

| Role                 | Day in June | Day in July | Day Rate   | Cost (excl. VAT) |
|----------------------|-------------|-------------|------------|------------------|
| L3: Lead QA Engineer | 1           | 1           | [REDACTED] | [REDACTED]       |
| L4: Lead QA Analyst  | 3           | 0           | [REDACTED] | [REDACTED]       |

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Part A: Short Form Security Requirements Order Schedule 9 (Security).

**SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Order Schedules)]

**Performance Management:**

| Material KPIs   | Target  | Measured by   |
|---|---|---|
| Acceptance and sign off by project stakeholders of the produced test assurance strategy document. | Minimal review feedback and rework prior to sign off. | Final approval and sign off to agreed project timescales and deadlines. |

## Core Terms

|  |   |   |
|--|---|---|
| Acceptance and sign off by project stakeholders of the produced test execution plan for test assurance activities. | Minimal review feedback and rework prior to sign off. | Final approval and sign off to agreed project timescales and deadlines. |
|--|---|---|

[Insert Service Levels and/or KPIs – See Order Schedule 14 (Service Levels and Balanced Scorecard)]

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

| Key Role             | Key Staff | Contract Details    | Employment / Engagement Route (incl. inside/outside IR35) |
|----------------------|-----------|---------------------|---|
| Account Manager      |           | Permanent Employees | Employment inside IR35                                    |
| Delivery Manager     |           | Permanent Employees | Employment inside IR35                                    |
| L3: Lead QA Engineer |           | TBD Case-by-case    | TBD Case-by-case  |
| L4: Lead QA Analyst  |           | TBD Case-by-case    | TBD Case-by-case  |

[Indicate: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Order Schedule 15 (Order Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

| Ref. | Type of Information   | Which Services does this requirement apply to? | Required regularity of Submission |
|------|---|--|-----------------------------------|
| 1    | Highlight Report (e.g. email) including:<br>Summary and Status (RAG)<br>Outputs delivered this week | All  | Weekly                            |

## Core Terms

|   |   |     |         |
|---|---|-----|---------|
|   | Outputs scheduled for next week<br>New risks / risks being managed  |     |         |
| 2 | Contract Management Report:<br>Overview of milestones<br>Resourcing overview<br>Risk overview<br>Financial overview | All | Monthly |

**Charges****Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £3,020.

**Rate Cards Applicable:****Role****Supplier's Day Rate (£)**

L3: Lead QA Engineer  
L4: Lead QA Analyst  
S3: Senior QA Engineer  
S4: Senior QA Analyst

**Reimbursable Expenses:**

See Expenses Policy in Annex 1 to Order Schedule 5 (Pricing Details)

**Signatures and Approvals****Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

Name: 

Title: 

Date: 

Signature: 

## Core Terms

**For and on behalf of the Buyer**

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

**1.1.2 Annex 1****1.1.3 Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only.

**Annex 1****Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

| Description   | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><b>[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</b></p> |

## Core Terms

|                            |  |
|----------------------------|--|
|                            | <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <p>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</p> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <p>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</p> <p>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p> |
| Duration of the Processing | [Clearly set out the duration of the Processing including dates]   |

## Core Terms

|  |  |
|--|--|
| Nature and purposes of the Processing  | <p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p> |
| Type of Personal Data  | [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]   |
| Categories of Data Subject   | [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]   |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | [Describe how long the data will be retained for, how it be returned or destroyed]   |

## Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;

## Core Terms

- 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
- 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
- 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

|                                |   |
|--------------------------------|---|
| <b>"Additional Insurances"</b> | insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);   |
| <b>"Admin Fee"</b>             | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ; |
| <b>"Affected Party"</b>        | the party seeking to claim relief in respect of a Force Majeure Event;  |

## Core Terms

|                     |  |
|---------------------|--|
| <b>"Affiliates"</b> | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;   |
| <b>"Annex"</b>      | extra information which supports a Schedule;   |
| <b>"Approval"</b>   | the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;  |
| <b>"Audit"</b>      | <p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>verify the Open Book Data;</li> <li>verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</li> <li>verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</li> </ul> |



## Core Terms

|  |   |
|--|---|
| <b>"Auditor"</b>                         | the Relevant Authority's internal and external auditors;<br>the Relevant Authority's statutory or regulatory auditors;<br>the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;<br>HM Treasury or the Cabinet Office;<br>any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and<br>successors or assigns of any of the above; |
| <b>"Authority"</b>                       | CCS and each Buyer;   |
| <b>"Authority Cause"</b>                 | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;  |
| <b>"BACS"</b>                            | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;  |
| <b>"Beneficiary"</b>                     | a Party having (or claiming to have) the benefit of an indemnity under this Contract;   |
| <b>"Buyer"</b>                           | the relevant public sector purchaser identified as such in the Order Form;  |
| <b>"Buyer Assets"</b>                    | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;   |
| <b>"Buyer Authorised Representative"</b> | the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;   |
| <b>"Buyer Premises"</b>                  | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);  |
| <b>"Buyer Property"</b>                  | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Order Contract;   |
| <b>"CCS"</b>                             | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;  |

## Core Terms

|   |   |
|---|---|
| <b>"CCS Authorised Representative"</b>      | the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;  |
| <b>"Central Government Body"</b>            | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br><br>a) Government Department;<br><br>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br><br>c) Non-Ministerial Department; or<br><br>d) Executive Agency;       |
| <b>"Change in Law"</b>                      | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;  |
| <b>"Change of Control"</b>                  | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;  |
| <b>"Charges"</b>                            | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;   |
| <b>"Claim"</b>                              | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;   |
| <b>"Commercially Sensitive Information"</b> | the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;  |
| <b>"Comparable Supply"</b>                  | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;   |
| <b>"Compliance Officer"</b>                 | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;  |
| <b>"Confidential Information"</b>           | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential; |

## Core Terms

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| <b>"Conflict of Interest"</b> | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;  |
| <b>"Contract"</b>             | either the DPS Contract or the Order Contract, as the context requires;   |
| <b>"Contracts Finder"</b>     | the Government's publishing portal for public sector procurement opportunities;   |
| <b>"Contract Period"</b>      | the term of either a DPS Contract or Order Contract from the earlier of the:<br>a) applicable Start Date; or<br>b) the Effective Date<br>i) until the applicable End Date;  |
| <b>"Contract Value"</b>       | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;  |
| <b>"Contract Year"</b>        | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;  |
| <b>"Control"</b>              | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;  |
| <b>"Controller"</b>           | has the meaning given to it in the GDPR;  |
| <b>"Core Terms"</b>           | CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;   |
| <b>"Costs"</b>                | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:<br>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:<br>i) base salary paid to the Supplier Staff;<br>ii) employer's National Insurance contributions;<br>iii) pension contributions;<br>iv) car allowances;<br>v) any other contractual employment benefits;<br>vi) staff training;<br>vii) work place accommodation; |

## Core Terms

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|                          | <p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p> |
| <b>"Crown Body"</b>      | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;  |
| <b>"CRTPA"</b>           | the Contract Rights of Third Parties Act 1999;   |
| <b>"Data Loss Event"</b> | any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;  |

## Core Terms

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| <b>"Data Protection Legislation"</b>       | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;  |
| <b>"Data Protection Impact Assessment"</b> | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;   |
| <b>"Data Protection Officer"</b>           | has the meaning given to it in the GDPR;  |
| <b>"Data Subject"</b>                      | has the meaning given to it in the GDPR;  |
| <b>"Data Subject Access Request"</b>       | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;   |
| <b>"Deductions"</b>                        | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;   |
| <b>"Default"</b>                           | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| <b>"Default Management Levy"</b>           | has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);   |
| <b>"Delay Payments"</b>                    | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;  |
| <b>"Deliverables"</b>                      | Goods and/or Services that may be ordered under the Contract including the Documentation;   |
| <b>"Delivery"</b>                          | delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by confirmation in writing to the Supplier. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;  |
| <b>"Disaster"</b>                          | 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) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );  |

## Core Terms

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| <b>"Disclosing Party"</b>             | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);  |
| <b>"Dispute"</b>                      | any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;   |
| <b>"Dispute Resolution Procedure"</b> | the dispute resolution procedure set out in Clause 34 (Resolving disputes);   |
| <b>"Documentation"</b>                | <p>a) descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>c) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>d) has been or shall be generated for the purpose of providing the Deliverables;</p> |
| <b>"DOTAS"</b>                        | e) the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;   |
| <b>"DPA 2018"</b>                     | f) the Data Protection Act 2018;  |
| <b>"DPS"</b>                          | g) the dynamic purchasing system operated by CCS in accordance with Regulation 34 and to which this DPS Contract governs access;  |
| <b>"DPS Application"</b>              | h) the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);  |
| <b>"DPS Appointment Form"</b>         | i) the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;   |

## Core Terms

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| <b>"DPS Contract"</b>                  | j) the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;              |
| <b>"DPS Contract Period"</b>           | k) the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;  |
| <b>"DPS Expiry Date"</b>               | l) the date of the end of the DPS Contract as stated in the DPS Appointment Form;   |
| <b>"DPS Incorporated Terms"</b>        | m) the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;  |
| <b>"DPS Initial Period"</b>            | n) the initial term of the DPS Contract as specified in the DPS Appointment Form;   |
| <b>"DPS Optional Extension Period"</b> | o) such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;  |
| <b>"DPS Pricing"</b>                   | p) the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);  |
| <b>"DPS Registration"</b>              | q) the registration process a Supplier undertakes when submitting its details onto the Platform;  |
| <b>"DPS SQ Submission"</b>             | r) the Supplier's selection questionnaire response;   |
| <b>"DPS Special Terms"</b>             | s) any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;  |
| <b>"DPS Start Date"</b>                | t) the date of start of the DPS Contract as stated in the DPS Appointment Form;   |
| <b>"Due Diligence Information"</b>     | u) any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;   |
| <b>"Effective Date"</b>                | the date on which the final Party has signed the Contract;  |
| <b>"EIR"</b>                           | the Environmental Information Regulations 2004;   |
| <b>"Employment Regulations"</b>        | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;  |
| <b>"End Date"</b>                      | <p>a) the earlier of:</p> <p>b) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>c) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p> |

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| <b>"Environmental Policy"</b>                 | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;   |
| <b>"Estimated Year 1 Contract Charges"</b>    | the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;   |
| <b>"Estimated Yearly Charges"</b>             | means for the purposes of calculating each Party's annual liability under clause 11.2 :<br>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or<br>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or<br>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period; |
| <b>"Equality and Human Rights Commission"</b> | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;   |
| <b>"Existing IPR"</b>                         | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);  |
| <b>"Expiry Date"</b>                          | a) the DPS Expiry Date or the Order Expiry Date (as the context dictates);  |
| <b>"Extension Period"</b>                     | the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;   |
| <b>"Filter Categories"</b>                    | the number of categories specified in DPS Schedule 1 (Specification), if applicable;  |
| <b>"FOIA"</b>                                 | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;   |
| <b>"Force Majeure Event"</b>                  | any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:<br>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;             |



## Core Terms

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|                                  | <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>iii) any failure of delay caused by a lack of funds;</li> </ul> |
| <b>"Force Majeure Notice"</b>    | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;   |
| <b>"GDPR"</b>                    | the General Data Protection Regulation (Regulation (EU) 2016/679);   |
| <b>"General Anti-Abuse Rule"</b> | <p>a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>   |
| <b>"General Change in Law"</b>   | a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;  |
| <b>"Goods"</b>                   | goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;   |
| <b>"Good Industry Practice"</b>  | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;  |
| <b>"Government"</b>              | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;  |

## Core Terms

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| <b>"Government Data"</b>             | <p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</li> </ul> <p>b) any Personal Data for which the Authority is the Data Controller;</p>  |
| <b>"Government Procurement Card"</b> | <p>the Government's preferred method of purchasing and payment for low value goods or services;</p> <p><a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a>;</p>   |
| <b>"Guarantor"</b>                   | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;  |
| <b>"Halifax Abuse Principle"</b>     | the principle explained in the CJEU Case C-255/02 Halifax and others;   |
| <b>"HMRC"</b>                        | Her Majesty's Revenue and Customs;  |
| <b>"ICT Policy"</b>                  | the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;   |
| <b>"Impact Assessment"</b>           | <p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul> |
| <b>"Implementation Plan"</b>         | the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;  |

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| <b>"Indemnifier"</b>              | a Party from whom an indemnity is sought under this Contract;  |
| <b>"Independent Control"</b>      | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;  |
| <b>"Indexation"</b>               | the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;  |
| <b>"Information"</b>              | has the meaning given under section 84 of the Freedom of Information Act 2000;   |
| <b>"Information Commissioner"</b> | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;  |
| <b>"Initial Period"</b>           | the initial term of a Contract specified on the Platform or the Order Form, as the context requires;   |
| <b>"Insolvency Event"</b>         | <p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> |

## Core Terms

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|  | <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>   |
| <b>"Intellectual Property Rights" or "IPR"</b> | <p>k) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>l) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>m) all other rights having equivalent or similar effect in any country or jurisdiction;</p> |
| <b>"Invoicing Address"</b>                     | the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;  |
| <b>"IPR Claim"</b>                             | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;  |
| <b>"IR35"</b>                                  | <p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p><a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a>;</p>   |
| <b>"Joint Controllers"</b>                     | where two or more Controllers jointly determine the purposes and means of processing;  |
| <b>"Key Personnel"</b>                         | the individuals (if any) identified as such in the Order Form;   |
| <b>"Key Sub-Contract"</b>                      | each Sub-Contract with a Key Subcontractor;  |
| <b>"Key Subcontractor"</b>                     | <p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of</p>   |

## Core Terms

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|                                 | the aggregate Charges forecast to be payable under the Order Contract,<br><br>d) and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;   |
| <b>"Know-How"</b>               | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;   |
| <b>"Law"</b>                    | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| <b>"LED"</b>                    | Law Enforcement Directive (Directive (EU) 2016/680);   |
| <b>"Losses"</b>                 | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;   |
| <b>"Man Day"</b>                | 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;  |
| <b>"Man Hours"</b>              | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;  |
| <b>"Management Information"</b> | the management information specified in DPS Schedule 5 (Management Levy and Information);  |
| <b>"Management Levy"</b>        | the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);  |
| <b>"Marketing Contact"</b>      | shall be the person identified in the DPS Appointment Form;  |
| <b>"MI Default"</b>             | means when two (2) MI Reports are not provided in any rolling six (6) month period;  |
| <b>"MI Failure"</b>             | means when an MI Report:<br><br>a) contains any material errors or material omissions or a missing mandatory field; or<br><br>b) is submitted using an incorrect MI reporting Template; or   |

## Core Terms

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|   | c) is not submitted by the reporting date (including where a declaration of no business should have been filed);  |
| <b>"MI Report"</b>                        | means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);  |
| <b>"MI Reporting Template"</b>            | means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;  |
| <b>"Milestone"</b>                        | an event or task described as such in the Implementation Plan;  |
| <b>"Milestone Date"</b>                   | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be achieved;  |
| <b>"Month"</b>                            | a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;   |
| <b>"National Insurance"</b>               | contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;  |
| <b>"New IPR"</b>                          | <p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>   |
| <b>"Occasion of Tax Non – Compliance"</b> | <p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>b) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>c) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>d) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p> |

## Core Terms

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| <b>"Open Book Data"</b>          | <p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>h) the actual Costs profile for each Service Period;</li> </ul> |
| <b>"Open Government Licence"</b> | <p>means the licensing terms for use of government intellectual property at:</p> <p><a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/">http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</a></p>   |
| <b>"Order"</b>                   | <p>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>   |

## Core Terms

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| <b>"Order Contract"</b>                  | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form; |
| <b>"Order Contract Period"</b>           | the Contract Period in respect of the Order Contract;   |
| <b>"Order Expiry Date"</b>               | the date of the end of an Order Contract as stated in the Order Form;   |
| <b>"Order Form"</b>                      | a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;   |
| <b>"Order Form Template"</b>             | the template in DPS Schedule 6 (Order Form Template and Order Schedules);   |
| <b>"Order Incorporated Terms"</b>        | the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;  |
| <b>"Order Initial Period"</b>            | the Initial Period of an Order Contract specified in the Order Form;  |
| <b>"Order Optional Extension Period"</b> | such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;                             |
| <b>"Order Procedure"</b>                 | the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);  |
| <b>"Order Special Terms"</b>             | any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;  |
| <b>"Order Start Date"</b>                | the date of start of an Order Contract as stated in the Order Form;   |
| <b>"Order Tender"</b>                    | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);                |
| <b>"Other Contracting Authority"</b>     | any actual or potential Buyer under the DPS Contract;   |



## Core Terms

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| <b>"Overhead"</b>                        | those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";   |
| <b>"Parliament"</b>                      | takes its natural meaning as interpreted by Law;  |
| <b>"Party"</b>                           | in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier.<br><b>"Parties"</b> shall mean both of them where the context permits;   |
| <b>"Performance Indicators" or "PIs"</b> | the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);   |
| <b>"Personal Data"</b>                   | has the meaning given to it in the GDPR;  |
| <b>"Personal Data Breach"</b>            | has the meaning given to it in the GDPR;  |
| <b>"Personnel"</b>                       | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;  |
| <b>"Platform"</b>                        | the online application operated on behalf of CCS to facilitate the technical operation of the DPS;  |
| <b>"Prescribed Person"</b>               | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ; |
| <b>"Processing"</b>                      | has the meaning given to it in the GDPR;  |
| <b>"Processor"</b>                       | has the meaning given to it in the GDPR;  |
| <b>"Processor Personnel"</b>             | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract;  |
| <b>"Progress Meeting"</b>                | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;   |
| <b>"Progress Meeting Frequency"</b>      | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;  |
| <b>"Progress Report"</b>                 | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;   |

## Core Terms

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| <b>"Progress Report Frequency"</b> | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;  |
| <b>"Prohibited Acts"</b>           | <p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>induce that person to perform improperly a relevant function or activity; or</p> <p>reward that person for improper performance of a relevant function or activity;</p> <p>a) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>b) committing any offence:</p> <p>under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>under legislation or common law concerning fraudulent acts; or</p> <p>defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>a) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p> |
| <b>"Protective Measures"</b>       | appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;   |
| <b>"Recall"</b>                    | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;   |
| <b>"Recipient Party"</b>           | the Party which receives or obtains directly or indirectly Confidential Information;  |
| <b>"Rectification Plan"</b>        | the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:  |

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|  | <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>   |
| <b>"Rectification Plan Process"</b>                    | the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);   |
| <b>"Regulations"</b>                                   | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);   |
| <b>"Reimbursable Expenses"</b>                         | <p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p> |
| <b>"Relevant Authority"</b>                            | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;  |
| <b>"Relevant Authority's Confidential Information"</b> | <p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>  |
| <b>"Relevant Requirements"</b>                         | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;  |

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| <b>"Relevant Tax Authority"</b>    | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;  |
| <b>"Reminder Notice"</b>           | 1.4.1 a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;  |
| <b>"Replacement Deliverables"</b>  | 1.4.2 any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| <b>"Replacement Subcontractor"</b> | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);  |
| <b>"Replacement Supplier"</b>      | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;  |
| <b>"Request For Information"</b>   | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;   |
| <b>"Required Insurances"</b>       | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;  |
| <b>"Role"</b>                      | A staff function at a defined level, with an associated expected level of expertise, that is to be fulfilled by a Supplier Staff member as part of the requirements for an Order Contract   |
| <b>"Schedules"</b>                 | any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;   |
| <b>"Security Management Plan"</b>  | the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);   |
| <b>"Security Policy"</b>           | the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;   |
| <b>"Self Audit Certificate"</b>    | means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);  |
| <b>"Service Levels"</b>            | any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);   |
| <b>"Service Period"</b>            | has the meaning given to it in the Order Form;  |

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| <b>"Services"</b>               | services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;  |
| <b>"Service Transfer"</b>       | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;  |
| <b>"Service Transfer Date"</b>  | the date of a Service Transfer;  |
| <b>"Sites"</b>                  | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:<br>a) the Deliverables are (or are to be) provided; or<br>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;   |
| <b>"SME"</b>                    | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;  |
| <b>"Special Terms"</b>          | any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;   |
| <b>"Specific Change in Law"</b> | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;   |
| <b>"Specification"</b>          | the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;  |
| <b>"Standards"</b>              | any:<br>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;<br>b) standards detailed in the specification in DPS Schedule 1 (Specification);<br>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;<br>d) relevant Government codes of practice and guidance applicable from time to time; |

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| <b>"Start Date"</b>                          | in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;   |
| <b>"Statement of Requirements"</b>           | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;   |
| <b>"Storage Media"</b>                       | the part of any device that is capable of storing and retrieving data;   |
| <b>"Sub-Contract"</b>                        | any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>  |
| <b>"Subcontractor"</b>                       | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;  |
| <b>"Subprocessor"</b>                        | any third party appointed to process Personal Data on behalf of that Processor related to a Contract;  |
| <b>"Supplier"</b>                            | the person, firm or company identified in the DPS Appointment Form;  |
| <b>"Supplier Assets"</b>                     | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;   |
| <b>"Supplier Authorised Representative"</b>  | the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;   |
| <b>"Supplier's Confidential Information"</b> | <ul style="list-style-type: none"> <li>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</li> <li>c) Information derived from any of (a) and (b) above;</li> </ul> |
| <b>"Supplier's Contract Manager"</b>         | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;   |

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| <b>"Supplier Equipment"</b>                       | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;                           |
| <b>"Supplier Non-Performance"</b>                 | where the Supplier has failed to: <ul style="list-style-type: none"> <li>a) achieve a Milestone by its Milestone Date;</li> <li>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</li> <li>c) comply with an obligation under a Contract;</li> </ul> |
| <b>"Supplier Profit"</b>                          | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;   |
| <b>"Supplier Profit Margin"</b>                   | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;       |
| <b>"Supplier Staff"</b>                           | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;   |
| <b>"Supply Chain Information Report Template"</b> | the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);  |
| <b>"Supporting Documentation"</b>                 | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the invoice are properly payable;   |
| <b>"Termination Notice"</b>                       | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;                                     |
| <b>"Test"</b>                                     | any test required to be carried out pursuant to the Order Contract i) as set out in the Test Plan agreed pursuant to Part B of Order Schedule 13, ii) or as specified elsewhere in this Order Contract, and "Testing" and "Tested" shall be construed accordingly;                     |
| <b>"Third Party IPR"</b>                          | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;  |
| <b>"Transferring Supplier Employees"</b>          | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;   |

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| <b>"Transparency Information"</b>      | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –<br><br>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and<br><br>(ii) Commercially Sensitive Information;  |
| <b>"Transparency Reports"</b>          | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);  |
| <b>"US-EU Privacy Shield Register"</b> | a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;  |
| <b>"Variation"</b>                     | has the meaning given to it in Clause 24 (Changing the contract);   |
| <b>"Variation Form"</b>                | the form set out in Joint Schedule 2 (Variation Form);  |
| <b>"Variation Procedure"</b>           | the procedure set out in Clause 24 (Changing the contract);   |
| <b>"VAT"</b>                           | value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
| <b>"VCSE"</b>                          | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;   |
| <b>"Worker"</b>                        | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and |
| <b>"Working Day"</b>                   | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.   |

## Joint Schedule 2 (Variation Form)

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



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| <b>Contract Details</b>                        |   |                    |
| This variation is between:                     | [delete] as applicable: CCS / Buyer] ("CCS" "the Buyer")<br>And<br>[insert] name of Supplier] ("the Supplier")  |                    |
| Contract name:                                 | [insert] name of contract to be changed] ("the Contract")   |                    |
| Contract reference number:                     | [insert] contract reference number]   |                    |
| <b>Details of Proposed Variation</b>           |   |                    |
| Variation initiated by:                        | [delete] as applicable: CCS/Buyer/Supplier]   |                    |
| Variation number:                              | [insert] variation number]  |                    |
| Date variation is raised:                      | [insert] date]  |                    |
| Proposed variation                             |   |                    |
| Reason for the variation:                      | [insert] reason]  |                    |
| An Impact Assessment shall be provided within: | [insert] number] days   |                    |
| <b>Impact of Variation</b>                     |   |                    |
| Likely impact of the proposed variation:       | [Supplier to insert] assessment of impact]  |                    |
| <b>Outcome of Variation</b>                    |   |                    |
| Contract variation:                            | This Contract detailed above is varied as follows:<br><ul style="list-style-type: none"> <li>[CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]</li> </ul> |                    |
| Financial variation:                           | Original Contract Value:  | £ [insert] amount] |
|  | Additional cost due to variation:   | £ [insert] amount] |
|  | New Contract value:   | £ [insert] amount] |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the **[delete as applicable: CCS / Buyer]**

Signature .....

Date .....

Name (in Capitals) .....

Address .....

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

Signature .....

Date .....

Name (in Capitals) .....

Address .....

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

- 1.5 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
  - 1.5.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  - 1.5.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 1.6 The Insurances shall be:
  - 1.6.1 maintained in accordance with Good Industry Practice;
  - 1.6.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.6.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.6.4 maintained for at least six (6) years after the End Date.
- 1.7 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property

## Core Terms

damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

## **2. How to manage the insurance**

1.8 Without limiting the other provisions of this Contract, the Supplier shall:

- 1.8.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 1.8.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 1.8.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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

- 1.9 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 1.10 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

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

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

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

- 1.12 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

## **6. Cancelled Insurance**

- 1.13 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 1.14 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is

## Core Terms

reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

**7. Insurance claims**

- 1.15 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 1.16 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 1.17 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 1.18 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

2. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
- 2.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
  - 2.2 employer's liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

**Joint Schedule 4 (Commercially Sensitive Information)****What is the Commercially Sensitive Information?**

- 2.3 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2.4 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 2.5 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|------|---------|-----------------------------|
| 0   | N/A  | N/A     | N/A                         |

**Joint Schedule 10 (Rectification Plan)**

| Request for [Revised] Rectification Plan |  |
|--|--|
| Details of the Default:                  | <b>[Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate] |

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|  |   |                  |  |
|--|---|------------------|--|
| Deadline for receiving the [Revised] Rectification Plan: | [add date (minimum 10 days from request)] |                  |  |
| Signed by [CCS/Buyer] :                                  |   | Date:            |  |
| <b>Supplier [Revised] Rectification Plan</b>             |   |                  |  |
| Cause of the Default                                     | [add cause]                               |                  |  |
| Anticipated impact assessment:                           | [add impact]                              |                  |  |
| Actual effect of Default:                                | [add effect]                              |                  |  |
| Steps to be taken to rectification:                      | <b>Steps</b>                              | <b>Timescale</b> |  |
|  | 1.  | [date]           |  |
|  | 2.  | [date]           |  |
|  | 3.  | [date]           |  |
|  | 4.  | [date]           |  |
|  | [...]                                     | [date]           |  |
| Timescale for complete Rectification of Default          | [X] Working Days                          |                  |  |
| Steps taken to prevent recurrence of Default             | <b>Steps</b>                              | <b>Timescale</b> |  |
|  | 1.  | [date]           |  |
|  | 2.  | [date]           |  |
|  | 3.  | [date]           |  |
|  | 4.  | [date]           |  |
|  | [...]                                     | [date]           |  |
| Signed by the Supplier:                                  |   | Date:            |  |
| <b>Review of Rectification Plan [CCS/Buyer]</b>          |   |                  |  |

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|                                       |  |       |  |
|---------------------------------------|--|-------|--|
| Outcome of review                     | [Plan Accepted] [Plan Rejected] [Revised Plan Requested] |       |  |
| Reasons for Rejection (if applicable) | [add reasons]  |       |  |
| Signed by [CCS/Buyer]                 |  | Date: |  |

## Joint Schedule 11 (Processing Data)



### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
  - (a) “Controller” in respect of the other Party who is “Processor”;
  - (b) “Processor” in respect of the other Party who is “Controller”;
  - (c) “Joint Controller” with the other Party;
  - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,  
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.



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4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;



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- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event; and/or

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- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

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

## Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 of the GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 of the GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

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- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
  - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
  - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

**Annex 1 - Processing Personal Data a) Template**

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:  
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

| Description   | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><i>The TRA will be Controller of all Categories of personal data.</i></li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li><b>Not applicable</b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> |

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|                                       |   |
|---------------------------------------|---|
|                                       | <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <b>Not applicable</b></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i></li> </ul> |
| Duration of the Processing            | <p><i>The supplier will use TRA devices throughout the duration of the project implementation and any support services agreed. The supplier shall only process personal data under this Agreement until such date as this Agreement expires or terminates (whichever is sooner).</i></p>  |
| Nature and purposes of the Processing | <p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The online Trade Remedies Service (TRS) is a secure service used by the TRA to manage its cases. It allows case teams and external parties to interact with investigations and each other. The TRA is replacing this with a new off the shelf version. The purpose of the processing is to enable the supplier to perform test assurance services as the new product is developed. This will all be done using TRA issued laptops. The intention is that much of this will be conducted using test data, although the supplier may have access to the types and categories of personal data referred to above at some stages of the testing process.</i></p>  |

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|  |  |
|--|--|
|  |  |
| Type of Personal Data  | <p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i></p> <ul style="list-style-type: none"> <li>• Names</li> <li>• Signatures</li> <li>• Email addresses</li> <li>• Phone number and contact details</li> <li>• Online identifiers</li> <li>• Payroll data</li> <li>• Customer lists</li> </ul> |
| Categories of Data Subject   | <p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p> <ul style="list-style-type: none"> <li>• TRA Employees</li> <li>• Users of Trade Remedies Service</li> </ul>   |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <p><i>TRA devices to be returned/access revoked upon completion of the project. No data to be retained or copied, with the exception of use for any support services agreed.</i></p>   |



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**B) DPS Contract Personal Data Processing**

| Description   | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>CCS is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 and for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below</p>   |
| Duration of the Processing                                | Up to 7 years after the expiry or termination of the DPS Contract  |
| Nature and purposes of the Processing                     | <p>To facilitate the fulfilment of the Supplier's obligations arising under this DPS Contract including</p> <ul style="list-style-type: none"> <li>i. Ensuring effective communication between the Supplier and CSS</li> <li>ii. Maintaining full and accurate records of every Order Contract arising under the DPS Contract in accordance with Core Terms Clause 15 ( Record Keeping and Reporting)</li> </ul>   |
| Type of Personal Data                                     | <p>Includes:</p> <ul style="list-style-type: none"> <li>i. Contact details of, and communications with, CSS staff concerned with management of the DPS Contract</li> <li>ii. Contact details of, and communications with, Buyer staff concerned with award and management of Order Contracts awarded under the DPS Contract,</li> <li>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this DPS Contract</li> </ul> <p>Contact details, and communications with Supplier staff concerned with management of the DPS Contract</p> |



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|  |  |
|--|--|
| Categories of Data Subject   | <p>Includes:</p> <ul style="list-style-type: none"> <li>i. CSS staff concerned with management of the DPS Contract</li> <li>ii. Buyer staff concerned with award and management of Order Contracts awarded under the DPS Contract</li> <li>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this DPS Contract</li> </ul> <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this DPS Contract</p> |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <p>All relevant data to be deleted 7 years after the expiry or termination of this DPS Contract unless longer retention is required by Law or the terms of any Order Contract arising hereunder</p>  |



## Order Schedule 1 (Transparency Reports)

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

## Annex A: List of Transparency Reports

| <b>Title</b>  | <b>Content</b>   | <b>Format</b>  | <b>Frequency</b>   |
|---|--|--|--|
| <b>Performance Metrics</b>                            | In monthly “Progress Reports” and to be determined on a statement of work basis. | To be determined on an overarching Contract Level in line with Order Schedule 14, and to be determined on a statement of work basis. | In monthly “Progress Reports” and to be determined on a statement of work basis. |
| <b>Call-Off Contract Charges</b>                      | To be determined on a statement of work basis.                                   | To be determined on a statement of work basis.   | To be determined on a statement of work basis.                                   |
| <b>Key Subcontractors and Supply Chain Governance</b> | When requested by TRA or DBT.  | When requested by TRA or DBT.  | When requested by TRA or DBT.  |
| <b>Technical</b>                                      | To be determined on a statement of work basis.                                   | To be determined on a statement of work basis.   | To be determined on a statement of work basis.                                   |
| <b>Performance and Underperformance Management</b>    | When requested by TRA or DBT.  | When requested by TRA or DBT.  | When requested by TRA or DBT.  |
| <b>Resource Plans</b>                                 | To be determined on a statement of work basis.                                   | To be determined on a statement of work basis.   | To be determined on a statement of work basis.                                   |

## Order Schedule 5 (Pricing Details)



DPS Schedule 1 - Specification 1.0.pdf



DPS Order Schedule 20 - Specification v1.0

## Order Schedule 7 (Key Supplier Staff)

1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

2.6 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 Months’ notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Annex 1- Key Roles

| Key Role          | Key Staff | Contact Details |
|-------------------|-----------|-----------------|
| Managing Director |           |                 |
| Delivery Manager  |           |                 |
|                   |           |                 |
|                   |           |                 |
|                   |           |                 |
|                   |           |                 |

## 2. Order Schedule 9 (Security)

## 3. Part A: Short Form Security Requirements

### 3.11. Definitions

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

**"Breach of Security"**

the occurrence of:

any unauthorised access to or use of the

Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or

the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

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**"Security Management Plan"**

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

**3.22. Complying with security requirements and updates to them**

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

The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken an Order Procedure it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

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

If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

**3.33. Security Standards**

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

The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

is in accordance with the Law and this Contract; as a minimum demonstrates Good Industry Practice;



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meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

The references to standards, guidance and policies contained or set out in Paragraph [3.2](#) shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and

the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### **3.44. Security Management Plan**

#### **Introduction**

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

### **3.5 Content of the Security Management Plan**

The Security Management Plan shall:

- comply with the principles of security set out in Paragraph **3** and any other provisions of this Contract relevant to security;

- identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any

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system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

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

### 3.6 Development of the Security Management Plan

Within twenty (20) Working Days after the Start Date and in accordance with Paragraph [4.4](#), the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

If the Security Management Plan submitted to the Buyer in accordance with Paragraph [4.3.1](#), or any subsequent revision to it in accordance with Paragraph [4.4](#), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph [4.3.2](#) However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph [4.2](#) shall be deemed to be reasonable.

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Approval by the Buyer of the Security Management Plan pursuant to Paragraph [4.3.2](#) or of any change to the Security Management Plan in accordance with Paragraph [4.4](#) shall not relieve the Supplier of its obligations under this Schedule.

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

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

emerging changes in Good Industry Practice;

any change or proposed change to the Deliverables and/or associated processes;

where necessary in accordance with paragraph 2.2, any change to the Security Policy;

any new perceived or changed security threats; and

any reasonable change in requirements requested by the Buyer.

The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

suggested improvements to the effectiveness of the Security Management Plan;

updates to the risk assessments; and

suggested improvements in measuring the effectiveness of controls.

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

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

### 3.85. **Security breach**

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

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph

## Core Terms

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

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

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

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

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

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

## Order Schedule 10 (Exit Management)

1. Within 20 (twenty) working days of the Start Date the Supplier must provide for the Buyer's Approval an exit plan which ensures continuity of service and which the Supplier will follow at the end of the Order Contract. The Buyer shall not unreasonably withhold Approval of the draft provided that the Supplier shall incorporate the Buyer's reasonable requirements in it
2. The Supplier must ensure that the exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the Order Contract ends before the scheduled expiry.
3. The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
  - the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - the strategy for export and migration of Buyer data from any relevant Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer

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- the transfer of New IPR items to the Buyer or a Replacement Supplier
- the testing and assurance strategy for exported Buyer data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which are reasonably required to ensure continuity of service during the exit period and an orderly transition to the Buyer or a Replacement Supplier.

## Order Schedule 14 (Service Levels)

### Definitions

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

|  |  |
|--|--|
| <b>"Critical Service Failure"</b>          | Means a failure to meet a Service Level Threshold in respect of a Service Level  |
| <b>"Service Credits"</b>                   | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| <b>"Service Credit Cap"</b>                | has the meaning given to it in the Order Form;   |
| <b>"Service Level Failure"</b>             | means a failure to meet the Service Level Performance Measure in respect of a Service Level;   |
| <b>"Service Level Performance Measure"</b> | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and  |
| <b>"Service Level Threshold"</b>           | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.  |

### What happens if you don't meet the Service Levels

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level, however, any delays or interruption that are not supplier's fault, will not be used for the calculation of SLAs.

The Supplier acknowledges that any Service Level Failure caused by the supplier's liability shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule unless otherwise agreed in the Statement of Work.

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A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

- the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- the Service Level Failure:
  - exceeds the relevant Service Level Threshold;
  - has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - results in the corruption or loss of any Government Data; and/or
  - results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

**Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

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

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

**Part A: Service Levels and Service Credits****Service Levels**

If the level of performance of the Supplier:

- is likely to or fails to meet any Service Level Performance Measure; or
- is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- instruct the Supplier to comply with the Rectification Plan Process;
- if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

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**Service Credits**

The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

**Annex A to Part A: Services Levels and Service Credits Table**

| Service Levels  |  |  |                         | Service Credit for each Service Period   |
|---|--|--|-------------------------|--|
| Service Level Performance Criterion   | Key Indicator  | Service Level Performance Measure  | Service Level Threshold |  |
| Conduct testing and review of primary supplier deliverables, using staff with appropriate skills and competence, in a timely manner | Timelines as agreed in during planning phase (June 2024), reports submitted to agreed timescales and frequency | At least 98% at all times, (cases where the supplier is not responsible for the delay are excluded from the calculation) | N/A                     | N/A – supplier will be required to address any shortcomings in written reports at their own cost |
| Prepare expert assurance reports summarising findings and making actionable recommendations   | Quality / Competence   | Number of review iterations before report accepted by TRA  | N/A                     | N/A – supplier will be required to address any shortcomings in written reports at their own cost |

The supplier shall be responsible for correct any reporting deficiencies at their own time and cost.

The Service Credits shall be calculated on the basis of the following formula:

[Example:



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|  |   |   |
|--|---|---|
| Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)  | = | x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer     |
| Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) | = | 11.5% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer] |

## Part B: Performance Monitoring

### Performance Monitoring and Performance Review

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- a summary of all failures to achieve Service Levels that occurred during that Service Period;
- details of any Critical Service Level Failures;
- for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
- such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

- take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- be attended by the Supplier's Representative and the Buyer's Representative; and



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be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

### Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

## Order Schedule 15 (Order Contract Management)

### 4. 1. Definitions

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

|                                    |  |
|------------------------------------|--|
| <b>"Contract Management Board"</b> | the board established in accordance with paragraph 5.1 of this Schedule; |
|------------------------------------|--|

|                          |  |
|--------------------------|--|
| <b>"Project Manager"</b> | the manager appointed in accordance with paragraph 2.1 of this Schedule; |
|--------------------------|--|

### 5. 2. Project Management

5.12.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

5.22.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

5.32.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### Role of the Supplier Contract Manager

The Supplier's Contract Manager shall be:

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- 5.3.1 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 5.3.2 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 5.3.3 3.1.3 able to cancel any delegation and recommence the position himself; and
- 5.3.4 3.1.4 replaced only after the Buyer has received notification of the proposed change.

The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### Contract Risk Management

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

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

- 5.3.5 4.2.1 the identification and management of risks;
- the identification and management of issues; and
- monitoring and controlling project plans.

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

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

## 6. 5. ROLE OF THE CONTRACT MANAGEMENT BOARD

6.15.1 The Contract Management Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

6.25.2 The Contract Management Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

6.35.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

6.45.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Contract Management Board meeting in his/her place (wherever

## Core Terms

possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

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

6.65.6 The Contract Management Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

6.75.7 The Contract Management Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

6.85.8 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

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

6.10      5.10      The purpose of the Contract Management Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

## Annex: Contract Boards

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

There are no additional boards beyond the Contract Management Board.

## Order Schedule 18 (Background Checks)

### 3. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

### 4. Definitions

“**Relevant Conviction**” means any conviction listed in Annex 1 to this Schedule.

### 5. Relevant Convictions

## Core Terms

- 5.1 **The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.**
- 5.2 **Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):**
- (a) carry out a check with the records held by the Department for Education (DfE);
  - (b) conduct thorough questioning regarding any Relevant Convictions; and
  - (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),
- and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

## Annex 1 – Relevant Convictions

Not applicable.

## Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Order Contract



DPS Order Schedule  
20 - Specification.pdf



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# CCS Core Terms - DPS

## **DPS Schedule 6 (Order Form Template and Order Schedules)**

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### **1. Definitions used in the contract**

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

### **2. How the contract works**

2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.

2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:

- make changes to DPS Schedule 6 (Order Form Template and Order Schedules)
- create new Order Schedules
- exclude optional template Order Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Order Contract:

- is a separate Contract from the DPS Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the DPS Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this DPS Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

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Model Version: v1.0

**DPS Schedule 6 (Order Form Template and Order Schedules)**

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2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

2.11 An Order Contract can only be created using the electronic procedures described in the OJEU Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the OJEU Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

**3. What needs to be delivered****3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

**3.2 Goods clauses**

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

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## **DPS Schedule 6 (Order Form Template and Order Schedules)**

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3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

3.3.1 Late Delivery of the Services will be a Default of an Order Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the

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Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

**4 Pricing and payments**

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for

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the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Charges excluding any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

**5. The buyer's obligations to the supplier**

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

**6. Record keeping and reporting**

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

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6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## **7. Supplier staff**

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8. Rights and protection**

8.1 The Supplier warrants and represents that:

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- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Order Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

**9. Intellectual Property Rights (IPRs)**

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

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9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

**10. Ending the contract**

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

**10.3 Ending the contract without a reason**

10.3.1 CCS has the right to terminate the DPS Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Order Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

**10.4 When CCS or the buyer can end a contract**

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event

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- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material default of the Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

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10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

**10.5 What happens if the contract ends**

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

**10.6 When the supplier can end the contract**

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates an Order Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

**10.7 When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:



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- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

**10.8 Partially ending and suspending the contract**

10.8.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate an Order Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

**11. How much you can be held responsible for**

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Order Form

11.3 No Party is liable to the other for:

- any indirect Losses

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- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Levy

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Order Schedule 2 (Staff Transfer) of a Contract.

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

**12. Obeying the law**

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

**13. Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

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**14. Data protection**

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

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**15. What you must keep confidential****15.1 Each Party must:**

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary

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- or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

**16. When you can share information**

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

**17. Invalid parts of the contract**

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

**18. No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

**19. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from

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CRTPA.

### **20. Circumstances beyond your control**

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

### **21. Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

### **22. Giving up contract rights**

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

### **23. Transferring responsibilities**

23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain

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including:

- their name
- the scope of their appointment
- the duration of their appointment
- 

**24. Changing the contract**

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

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### **25. How to communicate about the contract**

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

### **26. Dealing with claims**

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money



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- the amount the Indemnifier paid the Beneficiary for the Claim

**27. Preventing fraud, bribery and corruption**

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

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- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

### **28. Equality, diversity and human rights**

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

### **29. Health and safety**

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

### **30. Environment**

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

### **31. Tax**

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the

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Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

**32. Conflict of interest**

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

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

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

**33. Reporting a breach of the contract**

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

**34. Resolving disputes**

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of

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any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

### **35. Which law applies**

This Contract and any issues arising out of, or connected to it, are governed by English law.

## **Joint Schedule 5 (Corporate Social Responsibility)**

### **7. What we expect from our Suppliers**

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))

1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### **8. Equality and Accessibility**

2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

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**9. Modern Slavery, Child Labour and Inhumane Treatment**

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

**3.1 The Supplier:**

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

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3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

**10. Income Security**

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**11. Working Hours**

5.1 The Supplier shall:

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

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by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
  - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **12. Sustainability**

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

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