 

Call-Off Contract

Letter of Appointment Call-Off Schedules

Campaign Solutions 2

Reference Number RM6125

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Campaign Solutions 2

# Introduction to Terms and Conditions

The Terms and Condition of the Campaign Solutions 2 framework agreement are provided in two legally binding contracts:

* Framework Contract - this will be the overarching contract between CCS and the individual agencies successfully awarded a place on the Campaign Solutions 2 Framework Agreement.
* Call-Off Contract - this provides the terms and conditions of the contract for clients appointing an agency through the framework agreement.

Core Terms

These are the main legal terms which apply to both the Framework Contract and the CallOff contract. The Core Terms govern the agency’s relationship with CCS at framework level and with each client at call-off level.

The Core Terms are supplemented with a number of Schedules, comprising:

* Framework schedules
* Joint schedules (for framework and call-off)
* Call-off schedules

## The Framework Contract

This comprises:

* The Specification which sets out the range of campaign services to be provided through the Framework Agreement (Framework Schedule 1)
* The process clients must follow to appoint an agency (Framework Schedule 7 - CallOff Award Procedure)
* The tender and rates submitted by the Agency in this tender process
* The Core Terms and Joint Schedules of the contract which apply to both the Framework and the Call-Off Contract as above
* Specific Framework Schedules relating to the framework contract between CCS and the Agency

## The Call-Off Contract

Please note the Call-Off Contract should be read in conjunction with the Framework Contract. It is governed by the Core Terms as above and comprises:

* Joint Schedules as in the Framework Contract
* The Letter of Appointment template which is used to form the contract between the Client and the Agency and incorporates Joint and Call-Off Schedules plus any special terms (Framework Schedule 6)
* Specific Call-Off Schedules relating to the contract between the Client and the

Agency

CALL-OFF LOT(S):

|  |  |
| --- | --- |
| **DWP Ref Number:**  | 23256 Media Planning |
| **Order Number:**  | To be confirmed  |
| **From:**  | Department for Work and Pensions  |
| **To:**  | Wavemaker  |

|  |  |
| --- | --- |
| **Call-Off Start Date:**  | Monday 28th March 2022  |
| **Call-Off Expiry Date:**    | Friday 27th March 2026  |
| **Call-Off Initial Period:**  | 4 years  |
| **Call-Off Optional Extension Period:**  | No option to extend  |

|  |  |
| --- | --- |
| **Deliverables required:**    | Please refer to Attachment 3 Statement of requirements – Annex 1 Media Planning Specification.  |

|  |  |
| --- | --- |
| **Key Staff:**  | REDACTED TEXT under FOIA Section 40, Personal Information  |
| **Guarantor(s)**  | TBC  |

|  |  |
| --- | --- |
| **Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):**  | £2,000,000.00 (ex VAT).  |
| **Liability**  | See Clause 11 of the Core Terms  |
| **Customer billing address for invoicing:**  | REDACTED TEXT under FOIA Section 40,Personal Information |

Wavemaker propose establishing Quarterly Business Reviews starting w/c 23rd May 2022 to review governance, ways of working, relationship and business development

KEY SUBCONTRACTOR(S)

N/A

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the

Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

CALL-OFF INCORPORATED TERMS

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

1. This Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125* 3. *The following Schedules in equal order of precedence:*
	* *Joint Schedules for RM6125* o *Joint Schedule 2 (Variation Form)* o *Joint Schedule 3 (Insurance Requirements)* o *Joint Schedule 4 (Commercially Sensitive Information)*
		+ *Joint Schedule 6 (Key Subcontractors)* o *Joint Schedule 7 (Financial Difficulties)*
		+ *Joint Schedule 8 (Guarantee)*
		+ *Joint Schedule 10 (Rectification Plan)*
		+ *Joint Schedule 11 (Processing Data)*
	* *Call-Off Schedules for* CCCC21B22
		+ *Call-Off Schedule 1 (Transparency Reports)* o *Call-Off Schedule 2 (Staff Transfer)* o *Call-Off Schedule 3 (Continuous Improvement)*
		+ *Call-Off Schedule 5 (Pricing Details)*
		+ *Call Off Schedule 6 (ICT Services)* o *Call-Off Schedule 7 (Key Supplier Staff)*
		+ *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)* o *Call-Off Schedule 9 (Security)* o *Call-Off Schedule 10 (Exit Management)* o *Call-Off Schedule 13 (Implementation Plan and Testing)* o *Call-Off Schedule 14 (Service Levels)* o *Call-Off Schedule 15 (Call-Off Contract Management)*
		+ *Call-Off Schedule 16 (Benchmarking)* o *Call-Off Schedule 20 (Call-Off Specification)*

1. CCS Core Terms

1. Joint Schedule 5 (Corporate Social Responsibility) RM6125

1. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

|  |  |
| --- | --- |
| For and on behalf of the Agency:  | For and on behalf of the Client:  |
| Signature:  | REDACTED TEXT under FOIA Section 40,Personal Information | Signature:  |  REDACTED TEXT under FOIA Section 40,Personal Information |
| Name:  | REDACTED TEXT under FOIA Section 40,Personal Information | Name:  | REDACTED TEXT under FOIA Section 40,Personal Information |
| Role:  | REDACTED TEXT under FOIA Section 40,Personal Information | Role:  | REDACTED TEXT under FOIA Section 40,Personal Information |
| Date:  | 24.03.2022  | Date:  | 28/03/22  |

## Annex A Statement of Work

|  |
| --- |
| Monday 21st March 2022  |
| Develop a detailed understanding of the overarching strategic direction of the Communications Directorate, the strategic plans and key audiences and provide advice in line with this.  Proactively advise on opportunities to further align the Customer's campaigns, and develop the most efficient strategic framework for planning and delivering activity.  Provide insight-driven and intelligence-led media planning recommendations in response to specific briefs on the Customer's multi-channel campaigns, including challenging and building on the existing approach. This will include recommendations as to channel budget allocation to get the best possible return, and expert input to help set evaluation measures. This may include advice for ad-hoc projects, perhaps with small budgets and/or a short turnaround.  Provide in-depth planning advice around specific audiences, for example employers, to cut across a range of campaign objectives, and reflect the wider communications arena (including an understanding of wider Government priorities and activity). Advice should align and join-up messages across campaigns wherever possible and, at the same time, avoid confusing and/or conflicting messages when alignment across campaigns is not possible.  Lead on and take responsibility for, an overarching project plan for all campaign channel activity across the Customer, in order to avoid clashes in activity and alignment wherever possible, as well as leadership/project management responsibility for individual campaigns to ensure alignment with key agency deliverables i.e. creative, research, production, buying agencies, etc.   Work in close partnership with all agencies working on the campaign, to ensure creative and media strategies complement each other, add value and achieve impact. This will include building on  |

Project start Date

Deliverables

|  |
| --- |
| evidence from tracking research as well as other sources of insight and intelligence. The tracking research will be provided to the successful supplier.  Provide detailed briefings to the media buying agencies, support them to ensure understanding, and offer effective challenge as needed.   Provide recommendations on media channel trends, insight on the media landscape, drive efficiencies and share best practice to meet the Customer's objectives.  Provide a regular schedule of upskilling and support for the Customer to drive enthusiasm and interest in the media landscape  |
| REDACTED TEXT under FOIASection 43 Commercial Interests. |
| REDACTED TEXT under FOIA Section 40,Personal Information |
| REDACTED TEXT under FOIA Section 40,Personal Information |
|   |
| Monday 21st March 2022  |

Contract Charges:

Key Individuals:

Authorised Agency Approver:

Authorised Client Approver:

Project start Date **Blank Statement of Work template – Note this template is required to be filled in each time when a project starts.**

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|   |

Deliverables Contract Charges:

Key Individuals:

Authorised Agency Approver:

Authorised Client Approver:

# Call-Off Schedule 1 (Transparency Reports)

1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 ([https://www.gov.uk/government/publications/procurement-policynote-0117-update-to-transparency-principles)](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Agency’s reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Agency shall submit to the Client 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 Client rejects any proposed Transparency Report submitted by the Agency, the Agency 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 Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.

# Call-Off Schedule 2 (Staff Transfer)

Clients will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Client on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Client shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Client Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department’s Employment Law Group]

##  1. Definitions

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

 **“Acquired Rights** 1 the European Council Directive 77/187/EEC on the

**Directive”** approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

 **"Employee** 3 all claims, actions, proceedings, orders, demands,

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

1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
2. unfair, wrongful or constructive dismissal compensation;
3. compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
4. compensation for less favourable treatment of part-

time workers or fixed term employees;

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| --- | --- |
|  | **e)** outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;  |
|  | **f)** employment claims whether in tort, contract or statute or otherwise;  |
|  | **g)** any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;  |
| **"Former Agency"**  | a supplier supplying services to the Client before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);  |
| **"New Fair Deal"**  | the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including: 1. any amendments to that document immediately prior to the Relevant Transfer Date; and
2. any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Agency by the Client;
 |
| **“Old Fair Deal”**  | HM Treasury Guidance “*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*” issued in June 1999 including the supplementary guidance “*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*” issued in June 2004;  |
| **"Partial Termination"**  | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Client can end this contract) or 10.6 (When the Agency can end the contract);  |

**"Relevant Transfer"** a transfer of employment to which the Employment

Regulations applies;

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| **"Relevant Transfer** n relation to a Relevant Transfer, the date upon which the  |
| **Date"**  | Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Agency or a Subcontractor was the Former Agency and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;  |
| **"Staffing** **Information"**  | in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as the Client may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:  |
| (a)  | their ages, dates of commencement of employment or engagement, gender and place of work;  |
|  | (b)  | details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;  |
|  | (c)  | the identity of the employer or relevant contracting Party;  |
|  | (d)  | their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;  |
|  | (e)  | their wages, salaries, bonuses and profit sharing arrangements as applicable;  |
|  | (f)  | details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;  |
|  | (g)  | any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);  |
|  | (h)  | details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;  |

1. copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
2. any other "employee liability information" as such term is defined in regulation 11 of the Employment

Regulations;

**"Agency's Final** a list provided by the Agency of all Agency Staff whose will **Agency Personnel** transfer under the Employment Regulations on the Service

 **List"** Transfer Date;

**"Agency's** a list prepared and updated by the Agency of all Agency Staff **Provisional Agency** who are at the date of the list wholly or mainly engaged in

 **Personnel List"** or assigned to the provision of the Services or any relevant

part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;

**"Term"** the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

**"Transferring Client** those employees of the Client to whom the Employment **Employees"** Regulations will apply on the Relevant Transfer Date;

**"Transferring** in relation to a Former Agency, those employees of the **Former Agency** Former Agency to whom the Employment Regulations will **Employees"** apply on the Relevant Transfer Date.

##  2. INTERPRETATION

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

2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

## Part A: Staff Transfer at the Start Date Outsourcing from the Client

### 1. What is a relevant transfer

 1.1 The Client and the Agency agree that:

 1.1.1 the commencement of the provision of the Services or of each relevant

part of the Services will be a Relevant Transfer in relation to the Transferring Client Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Client and the Transferring Client Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Agency and/or any Sub-contractor and each such Transferring Client Employee.

1.2 The Client shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Client Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Client; and (ii) the Agency and/or any Subcontractor (as appropriate).

###  2. Indemnities the Client must give

2.1 Subject to Paragraph 2.2, the Client shall indemnify the Agency and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Client in respect of any Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Client before the Relevant Transfer Date of:

1. any collective agreement applicable to the Transferring Client Employees; and/or
2. any custom or practice in respect of any Transferring Client Employees which the Client is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Client Employees arising from or connected with any

failure by the Client to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

* + - 1. in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
			2. in relation to any employee who is not a Transferring Client Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Client to the Agency and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
		1. a failure of the Client to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Client Employees arising before the Relevant Transfer Date;
		2. any claim made by or in respect of any person employed or formerly employed by the Client other than a Transferring Client Employee for whom it is alleged the Agency and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
		3. any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating to any act or omission of the Client in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

* + 1. arising out of the resignation of any Transferring Client Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the

Agency and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

* + 1. arising from the failure by the Agency or any Subcontractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Client as a Transferring Client Employee claims, or it is determined in relation to any person who is not identified by the Client as a Transferring Client Employee, that his/her contract of employment has been transferred from the Client to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

* + 1. the Agency shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing; and
		2. the Client may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Client considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Agency and/or any Subcontractor.

* 1. If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Client, the Agency shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
	2. If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
		1. no such offer of employment has been made;
		2. such offer has been made but not accepted; or
		3. the situation has not otherwise been resolved,

the Agency and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

* 1. Subject to the Agency and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Client will indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Agency takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
	2. The indemnity in Paragraph 2.6:

 2.7.1 shall not apply to:

 (a) any claim for:

discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Agency and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and

 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1

is made by the Agency and/or any Subcontractor (as appropriate) to the Client within 6 months of the Start Date

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Client nor dismissed by the Agency and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Agency and/or any Subcontractor and the Agency shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

###  3. Indemnities the Agency must give and its obligations

3.1 Subject to Paragraph 3.2, the Agency shall indemnify the Client against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Agency or any Subcontractor in respect of any Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Agency or any Subcontractor on or after the Relevant Transfer Date of:

1. any collective agreement applicable to the Transferring Client Employees; and/or
2. any custom or practice in respect of any Transferring Client Employees which the Agency or any Subcontractor is contractually bound to honour;

 3.1.3 any claim by any trade union or other body or person representing any

Transferring Client Employees arising from or connected with any

failure by the Agency or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Agency or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Client Employees to their material detriment on or after their transfer to the Agency or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Client Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Agency or any Subcontractor to, or in respect of, any Transferring Client Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Client in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

1. in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
2. in relation to any employee who is not a Transferring Client Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Client to the Agency or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Client ity Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating to any act or omission of the Agency or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the

Client’s failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Agency or any Sub-contractor to comply with its obligations under paragraph 2.8 above.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Client whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Client's failure to comply with its obligations under the Employment Regulations.

3.3 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Client Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Client and the Agency.

###  4. Information the Agency must provide

4.1 The Agency shall, and shall procure that each Subcontractor shall, promptly provide to the Client in writing such information as is necessary to enable the Client to carry out its duties under regulation 13 of the Employment Regulations. The Client shall promptly provide to the Agency and any Subcontractor in writing such information as is necessary to enable the Agency and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

###  5. Pensions

5.1 The Agency shall, and/or shall procure that each of its Subcontractors shall, comply with:

 5.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the

Pensions Act 2004 and the Transfer of Employment (Pension

Protection) Regulations 2005 for all transferring staff; and

 5.1.2 Part D: Pensions (and its Annexes) to this Schedule.

# Call-Off Schedule 3 (Continuous Improvement)

## 1. Client’s Rights

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

## 2. Agency’s Obligations

2.1 The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Client’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Client.

 2.2 The Agency must adopt a policy of continuous improvement in relation to the

Deliverables, which must include regular reviews with the Client of the Deliverables and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Agency and the Client must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

2.3.4 measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Client in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

2.5 The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working

Days of receipt. If it is rejected then the Agency shall, within ten (10) Working

Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.

2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

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

2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Agency's costs in providing the Deliverables to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 If at any time during the Term the Agency reduces its Framework Prices for Deliverables provided in accordance with the terms of the Framework Contract, the

Agency shall immediately reduce the Charges for the Deliverables under the CallOff Contract by the same amount. This obligation applies whether or not the Deliverables are offered in a catalogue provided under the Framework Contract.

# Call-Off Schedule 4 (Proposal)

REDACTED TEXT under FOIA Section 43 Commercial

Interests.

# Call-Off Schedule 5 (Pricing Details)

REDACTED TEXT under FOIA Section 43 Commercial

Interests.

# Call-Off Schedule 6 (ICT Services)

## 1. Definitions

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

**"Agency System"** the information and communications technology system used by the Agency in supplying the Deliverables, including the COTS Software, the Agency Equipment, configuration and management utilities, calibration and testing

tools and related cabling (but excluding the Client System);

|  |  |
| --- | --- |
| **"Client Property"**  | the property, other than real property and IPR, including the Client System, any equipment issued or made available to the Agency by the Client in connection with this Contract;  |
| **"Client Software"**  | any software which is owned by or licensed to the Client and which is or will be used by the Agency for the purposes of providing the Deliverables;  |
| **"Client System"**  | the Client's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Client or the Agency in connection with this Contract which is owned by or licensed to the Client by a third party and which interfaces with the Agency System or which is necessary for the Client to receive the Deliverables;  |
| **“Commercial off the shelf Software” or “COTS Software”**  | Non-customised software where the IPR may be owned and licensed either by the Agency or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms  |
| **"Defect"**  | any of the following: error, damage or defect in the manufacturing of a Deliverable; or error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or  |
|  | failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or  |

failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

|  |  |
| --- | --- |
| **"Emergency** **Maintenance"**  | ad hoc and unplanned maintenance provided by the Agency where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;  |
| **"ICT Environment"**  | the Client System and the Agency System;  |
| **"Licensed Software"**  | all and any Software licensed by or through the Agency, its Sub-Contractors or any third party to the Client for the purposes of or pursuant to this Call Off Contract, including any COTS Software;  |
| **"Maintenance Schedule"**  | has the meaning given to it in paragraph 8 of this Schedule;  |
| **"Malicious Software"**  | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;  |
| **"New Release"**  | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;  |
| **"Open Source Software"**  | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the  |

rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

**"Operating** means the Client System and any premises (including **Environment"** the Client Premises, the Agency’s premises

or third party premises) from, to or at which:

eliverables are (or are to be) provided; or

gency manages, organises or otherwise directs the

provision or the use of the Deliverables; or any part of the Agency System is situated;

|  |  |
| --- | --- |
| **"Permitted** **Maintenance"**  | has the meaning given to it in paragraph 8.2 of this Schedule;  |
| **"Quality Plans"**  | has the meaning given to it in paragraph 6.1 of this Schedule;  |
| **"Sites"**  | has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Client System takes place;  |
| **"Software"**  | Specially Written Software COTS Software and nonCOTS Supplier and third party Software;  |
| **"Software Supporting Materials"**  | has the meaning given to it in paragraph 9.1 of this Schedule;  |
| **"Source Code"**  | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;  |
| **"Specially Written** **Software"**  | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Agency (or by a Sub-Contractor or other third party on behalf of the Agency) specifically for the purposes of this Contract,  |

including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

## 2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

## 3. Client due diligence requirements

3.1. The Agency shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

 3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Clients Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Agency under this Contract and/or which the Agency will require the benefit of for the provision of the Deliverables.

3.2. The Agency confirms that it has advised the Client in writing of:

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

 3.2.2. the actions needed to remedy each such unsuitable aspect; and

 3.2.3. a timetable for and the costs of those actions.

## 4. Licensed software warranty

4.1. The Agency represents and warrants that:

4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Agency (and/or any Sub-Contractor) to the Client which are necessary for the performance of the Agency’s obligations under this Contract including the receipt of the Deliverables by the Client;

4.1.2. all components of the Specially Written Software shall:

 4.1.2.1. be free from material design and programming errors;

 4.1.2.2. perform in all material respects in accordance with the relevant

specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

 4.1.2.3. not infringe any IPR.

### 4.2. Provision of ICT Services

4.3. The Agency shall:

4.3.1. ensure that the release of any new COTS Software in which the Agency owns the IPR, or upgrade to any Software in which the Agency owns the IPR complies with the interface requirements of the Client and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Client three (3) Months before the release of any new COTS Software or Upgrade;

4.3.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Agency are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

4.3.3. ensure that the Agency System will be free of all encumbrances;

4.3.4. ensure that the Deliverables are fully compatible with any Client Software,

Client System, or otherwise used by the Agency in connection with this Contract;

4.3.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

## 5. Standards and Quality Requirements

5.1. The Agency shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**

5.2. The Agency shall seek Approval from the Client (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Agency of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

5.3. Following the approval of the Quality Plans, the Agency shall provide all Deliverables in accordance with the Quality Plans.

5.4. The Agency shall ensure that the Agency Personnel shall at all times during the Call Off Contract Period:

5.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

5.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

5.4.3. obey all lawful instructions and reasonable directions of the Client (including, if so required by the Client, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Client.

## 6. ICT Audit

6.1. The Agency shall allow any auditor access to the Agency premises to:

6.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

 6.1.2. review any records created during the design and development of the Agency

System and pre-operational environment such as information relating to Testing;

6.1.3. review the Agency ’s quality management systems including all relevant Quality Plans.

##  7. Maintenance of the ICT Environment

7.1. If specified by the Client in the Order Form, the Agency shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Client for Approval in accordance with the timetable and instructions specified by the Client.

7.2. Once the Maintenance Schedule has been Approved, the Agency shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

7.3. The Agency shall give as much notice as is reasonably practicable to the Client prior to carrying out any Emergency Maintenance.

7.4. The Agency shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## 8. Intellectual Property Rights in ICT

8.1. Assignments granted by the Agency: Specially Written Software

8.1.1. The Agency assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Client with full guarantee (or shall procure assignment to the Client), title to and all rights and interest in the Specially Written Software together with and including:

 8.1.1.1. the Documentation, Source Code and the Object Code of the

Specially Written Software; and

8.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

8.1.2. The Agency shall:

8.1.2.1. inform the Client of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

8.1.2.2. deliver to the Client the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Client and the Client shall become the owner of such media upon receipt; and

8.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Client of any of the Agency’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Agency hereby grants to the Client and shall procure that any relevant third party licensor shall grant to the Client a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Agency’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Client to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

8.1.3. The Agency shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Client.

8.2. Licences for non-COTS IPR from the Agency and third parties to the Buyer 8.2.1. Unless the Client gives its Approval the Agency must not use any:

1. of its own Existing IPR that is not COTS Software;
2. third party software that is not COTS Software

8.2.2. Where the Client Approves the use of the Agency’s Existing IPR that is not COTS Software the Agency shall grants to the Client a perpetual, royaltyfree and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or,

if the Client is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Agency.

8.2.3. Where the Client Approves the use of third party Software that is not COTS Software the Agency shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Client on terms at least equivalent to those set out in Paragraph 9.2.2. If the Agency cannot obtain such a licence for the Client it shall:

8.2.3.1. notify the Client in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Agency could seek to use; and

8.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Client Approves the terms of the licence from the relevant third party.

8.2.4. Where the Agency is unable to provide a license to the Agency’s Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

 8.2.5. The Agency may terminate a licence granted under paragraph 9.2.1 by giving

at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Agency gives the Client written notice specifying the breach and requiring its remedy.

8.3. Licenses for COTS Software by the Agency and third parties to the Buyer

8.3.1. The Agency shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Client on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

8.3.2. Where the Agency owns the COTS Software it shall make available the COTS software to a Replacement Agency at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

8.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Agency shall support the Replacement Agency to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

8.3.4. The Agency shall notify the Client within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

 8.3.4.1. will no longer be maintained or supported by the developer; or

 8.3.4.2. will no longer be made commercially available

8.4. Clients’s right to assign/novate licences

8.4.1. The Client may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

 8.4.1.1. a Central Government Body; or

8.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

8.4.2. If the Client ceases to be a Central Government Body, the successor body to the Client shall still be entitled to the benefit of the licences granted in paragraph 9.2.

### 8.5. Licence granted by the Buyer

8.5.1. The Client grants to the Agency a royalty-free, non-exclusive, nontransferable licence during the Contract Period to use the Client Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Agency on the same terms as set out in Clause 15 (Confidentiality).

8.6. Open Source Publication

8.6.1. Unless the Client otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Agency shall also provide the converted format to the Buyer) into a format, which is:

 8.6.1.1. suitable for publication by the Client as Open Source; and

 8.6.1.2. based on Open Standards (where applicable),

and the Client may, at its sole discretion, publish the same as Open Source.

8.6.2. The Agency hereby warrants that the Specially Written Software and the New IPR:

8.6.2.1. are suitable for release as Open Source and that the Agency has used reasonable endeavours when developing the same to ensure that publication by the Client will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Client System;

8.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Client shall not cause any harm or damage to any party using them;

8.6.2.3. do not contain any material which would bring the Client into disrepute;

8.6.2.4. can be published as Open Source without breaching the rights of any third party;

8.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Client to the Agency; and

 8.6.2.6. do not contain any Malicious Software.

8.6.3. Where the Client has Approved a request by the Agency for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Agency Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Agency shall:

8.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

8.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source.

8.7. Malicious Software

8.7.1. The Agency shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

8.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

8.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

8.7.3.1. by the Agency, where the Malicious Software originates from the Agency Software, the third party Software supplied by the Agency or the Government Data (whilst the Government Data was under the control of the Agency) unless the Agency can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Client when provided to the Agency; and

8.7.3.2. by the Client, if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Buyer).

# Call-Off Schedule 7 (Key Agency Staff)

1.1 The Order Form (Letter of Appointment) lists the key roles (“**Key Roles**”) and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.

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

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

1.4 The Agency 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 Client or the Client 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 Agency or Subcontractor is terminated for material breach of contract by the employee.

 1.5 The Agency shall:

1.5.1 notify the Client 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 Agency shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;

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

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 Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory.

The Client shall not be liable for the cost of replacing any Key Staff.

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

##  1. Definitions

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

 **"BCDR Plan"** has the meaning given to it in Paragraph 2.2 of

this Schedule;

**"Business Continuity Plan"** has the meaning given to it in Paragraph 2.3.2 of this Schedule;

 **"Disaster"** the occurrence of one or more events which,

either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);

**"Disaster Recovery** the Deliverables embodied in the processes and **Deliverables"** procedures for restoring the provision of

Deliverables following the occurrence of a Disaster;

**"Disaster Recovery Plan"** has the meaning given to it in Paragraph 2.3.3 of this Schedule;

**"Disaster Recovery System"** the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

 **"Related Agency"** any person who provides Deliverables to the

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

**"Review Report"** has the meaning given to it in Paragraph 6.3 of this Schedule; and

**"Agency's Proposals"** has the meaning given to it in Paragraph 6.3 of this Schedule;

##  2. BCDR Plan

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

2.2 At least ninety (90) Working Days prior to the Start Date the Agency shall prepare and deliver to the Client for the Client’s written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Agency shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the

Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

 2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.4 Following receipt of the draft BCDR Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

 3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Client by a Related Agency;

3.1.3 contain an obligation upon the Agency to liaise with the Client and any Related Agencies with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Client and any of its other Related Agency in each case as notified to the Agency by the Client from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

1. failure or disruption scenarios and assessments of likely frequency of occurrence;
2. identification of any single points of failure within the provision of

Deliverables and processes for managing those risks;

1. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Agency; and
2. a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Agency (and any Subcontractors) and for the Client;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Client has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Client as required by the Client to inform decisions in support of the Client’s business continuity plans.

 3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002;

ISO22301/ISO22313 and all other industry standards from time to time in force; and

3.2.4 it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 The Agency shall not be entitled to any relief from its obligations under the Performance Indicators (PI’s) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency of this Contract.

##  4. Business Continuity (Section 2)

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

4.1.2 the steps to be taken by the Agency upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

 4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

##  5. Disaster Recovery (Section 3)

 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a

Disaster) shall be designed to ensure that upon the occurrence of a Disaster the

Agency ensures continuity of the business operations of the Client supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Agency's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

5.2.1 loss of access to the Client Premises;

5.2.2 loss of utilities to the Client Premises;

5.2.3 loss of the Agency's helpdesk or CAFM system;

5.2.4 loss of a Subcontractor;

5.2.5 emergency notification and escalation process;

5.2.6 contact lists;

5.2.7 staff training and awareness;

5.2.8 BCDR Plan testing;

5.2.9 post implementation review process;

5.2.10 any applicable Performance Indicators (PI’s) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

##  6. Review and changing the BCDR Plan

 6.1 The Agency shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Client requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Agency shall conduct such reviews in accordance with the Client’s written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by the Client for the Client’s approval. The costs of both Parties of any such additional reviews shall be met by the Client except that the Agency shall not be entitled to charge the Client for any costs that it may incur above any estimate without the Client’s prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Agency within such period as the Client shall reasonably require.

6.3 The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Client a report (a **"Review Report"**) setting out the Agency's proposals (the **"Agency's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Agency’s Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Agency's Proposals. If the Parties are unable to agree Review Report and the Agency's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Agency shall as soon as is reasonably practicable after receiving the approval of the Agency's Proposals effect any change in its practices or procedures necessary so

as to give effect to the Agency's Proposals. Any such change shall be at the Agency’s expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

##  7. Testing the BCDR Plan

 7.1 The Agency shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year; 7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Client considers it necessary (acting in its sole discretion).

7.2 If the Client requires an additional test of the BCDR Plan, it shall give the Agency written notice and the Agency shall conduct the test in accordance with the Client’s requirements and the relevant provisions of the BCDR Plan. The Agency's costs of the additional test shall be borne by the Client unless the BCDR Plan fails the additional test in which case the Agency's costs of that failed test shall be borne by the Agency.

7.3 The Agency shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Client and shall liaise with the Client in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Client.

7.4 The Agency shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Client. Copies of live test data used in any such testing shall be (if so required by the Client) destroyed or returned to the Client on completion of the test.

7.5 The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to the Client a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

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

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

##  8. Invoking the BCDR Plan

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

##  9. Circumstances beyond your control

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

# Call-Off Schedule 9 (Security)

## Part A: Short Form Security Requirements

### 1. Definitions

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

 **"Breach of Security"** the occurrence of:

1. 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 Client and/or the Agency in connection with this Contract; and/or
2. 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 Client and/or the Agency in connection with this Contract,

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

 **"Security** the Agency's security management plan prepared

**Management Plan"** pursuant to this Schedule, a draft of which has been provided by the Agency to the Client and as updated from time to time.

### 2. Complying with security requirements and updates to them

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

**2.2** The Agency shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Client that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Agency fully complies with the Security Policy.

**2.3** Where the Security Policy applies the Client shall notify the Agency of any changes or proposed changes to the Security Policy.

**2.4** If the Agency 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 Client. In doing so, the Agency must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

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

### 3. Security Standards

**3.1** The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

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

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

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

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

**3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Agency from time to time.

**3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Agency should notify the Client's Representative of such inconsistency immediately upon becoming aware of the same, and the Client's Representative shall, as soon as practicable, advise the Agency which provision the Agency shall be required to comply with.

### 4. Security Management Plan

#### 4.1 Introduction

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

#### 4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Agency;
3. detail the process for managing any security risks from

Subcontractors and third parties authorised by the Client with access to the Deliverables, processes associated with the provision of the Deliverables, the Client Premises, the Sites and any ICT, Information and data (including the Client’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;

1. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Client Premises, the Sites, and any ICT, Information and data (including the Client’s Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the

Deliverables;

1. set out the security measures to be implemented and maintained by the Agency 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;
2. set out the plans for transitioning all security arrangements and responsibilities for the Agency 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
3. be written in plain English in language which is readily comprehensible to the staff of the Agency and the Client 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.

#### 4.3 Development of the Security Management Plan

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

4.3.2 If the Security Management Plan submitted to the Client 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 Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and resubmit to the Client 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 Client. If the Client does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Client 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 Client to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Client 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 Agency of its obligations under this Schedule.

#### 4.4 Amendment of the Security Management Plan

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

1. emerging changes in Good Industry Practice;
2. any change or proposed change to the Deliverables and/or associated processes;
3. where necessary in accordance with paragraph 2.2, any change to the

Security Policy;

1. any new perceived or changed security threats; and
2. any reasonable change in requirements requested by the Client.

4.4.2 The Agency shall provide the Client 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 Client. The results of the review shall include, without limitation:

1. suggested improvements to the effectiveness of the Security

Management Plan;

1. updates to the risk assessments; and
2. suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Agency 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 Client or otherwise) shall be subject to the Variation Procedure.

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

### 5. Security breach

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

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

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

1. minimise the extent of actual or potential harm caused by any Breach of Security;
2. remedy such Breach of Security to the extent possible and protect the integrity of the Client 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;
3. prevent an equivalent breach in the future exploiting the same cause failure; and
4. as soon as reasonably practicable provide to the Client, where the Client 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 Client.

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

## Part B: Long Form Security Requirements

### 1. Definitions

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

 **"Breach of Security"** means the occurrence of:

1. any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology

("ICT"), information or data (including the

Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/or

1. 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 Client and/or the Agency in connection with this Contract,

in either case as more particularly set out in the security requirements in the Security Policy where the Client has required compliance therewith in accordance with paragraph 3.4.3 d;

|  |  |
| --- | --- |
| **"ISMS"**  | the information security management system and process developed by the Agency in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and  |
| **"Security Tests"**  | tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.  |

### 2. Security Requirements

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

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

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

2.3.1 REDACTED TEXT under FOIA Section 40,

Personal Information

2.3.2 REDACTED TEXT under FOIA Section 40,

Personal Information

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

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

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

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

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

### 3. Information Security Management System (ISMS)

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

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

3.3 The Client acknowledges that;

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

3.3.2 Where the Client has stipulated that it requires a bespoke ISMS then the Agency shall be required to present the ISMS for the Client’s Approval.

3.4 The ISMS shall:

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

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.3 at all times provide a level of security which:

1. is in accordance with the Law and this Contract;
2. complies with the Baseline Security Requirements;
3. as a minimum demonstrates Good Industry Practice;
4. where specified by a Client that has undertaken a Further

Competition - complies with the Security Policy and the ICT

Policy;

1. complies with at least the minimum set of security measures and standards as determined by the Security Policy

Framework (Tiers 1-4)

[(https://www.gov.uk/government/publications/securitypolicy-framework/hmg-security-policy-framework)](https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework)

1. takes account of guidance issued by the Centre for Protection of National Infrastructure ([https://www.cpni.gov.uk)](https://www.cpni.gov.uk/)
2. complies with HMG Information Assurance Maturity Model and Assurance Framework

[(https://www.ncsc.gov.uk/articles/hmg-ia-maturity-modeliamm)](https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm)

1. meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
2. addresses issues of incompatibility with the Agency’s own organisational security policies; and
3. complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.4 document the security incident management processes and incident response plans;

3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Agency becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Client approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

3.4.6 be certified by (or by a person with the direct delegated authority of) a Agency’s main board representative, being the "Chief Security Officer",

"Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Client in advance of issue of the relevant Security Management Plan).

3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Agency from time to time.

3.6 In the event that the Agency becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Agency shall immediately notify the Client Representative of such inconsistency and the Client Representative shall, as soon as practicable, notify the Agency as to which provision the Agency shall comply with.

3.7 If the bespoke ISMS submitted to the Client pursuant to Paragraph 3.3.1 is Approved by the Client, it shall be adopted by the Agency immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Client, the Agency shall amend it within ten (10) Working Days of a notice of nonapproval from the Client and re-submit it to the Client for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Client. If the Client does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the

Dispute Resolution Procedure. No Approval to be given by the Client pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.8 Approval by the Client of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Agency of its obligations under this Schedule.

### 4. Security Management Plan

4.1 Within twenty (20) Working Days after the Start Date, the Agency shall prepare and submit to the Client for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

4.2.1 be based on the initial Security Management Plan set out in Annex 2

(Security Management Plan);

4.2.2 comply with the Baseline Security Requirements and, where specified by the Client in accordance with paragraph 3.4.3 d, the Security Policy;

4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Agency;

4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or

Services, the Client Premises, the Sites, the Agency System, the Client

System (to the extent that it is under the control of the Agency) and any

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

4.2.5 unless otherwise specified by the Client in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Client Premises, the Sites, the Agency System, the Client System (to the extent that it is under the control of the Agency) and any ICT, Information and data (including the Client’s Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

4.2.6 set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule

(including the requirements set out in Paragraph 3.4);

4.2.7 demonstrate that the Agency’s approach to delivery of the Deliverables has minimised the Client and Agency effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, ‘platform as a service’ offering from the G-Cloud catalogue);

4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

4.2.9 set out the scope of the Client System that is under the control of the Agency;

4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, crossreferencing if necessary to other Schedules which cover specific areas included within those standards; and

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

4.3 If the Security Management Plan submitted to the Client pursuant to Paragraph 4.1 is Approved by the Client, it shall be adopted by the Agency immediately and thereafter operated and maintained in accordance with this Schedule. If the Security

Management Plan is not approved by the Client, the Agency shall amend it within ten

(10) Working Days of a notice of non-approval from the Client and re-submit it to the

Client for Approval. The Parties shall use all reasonable endeavours to ensure that the

Approval process takes as little time as possible and in any event no longer than

fifteen (15) Working Days from the date of the first submission to the Client of the Security Management Plan. If the Client does not Approve the Security Management

Plan following its resubmission, the matter shall be resolved in accordance with the

Dispute Resolution Procedure. No Approval to be given by the Client pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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

### 5. Amendment of the ISMS and Security Management Plan

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

5.1.1 emerging changes in Good Industry Practice;

5.1.2 any change or proposed change to the Agency System, the Deliverables and/or associated processes;

5.1.3 any new perceived or changed security threats;

5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;

5.1.5 any new perceived or changed security threats; and

5.1.6 any reasonable change in requirement requested by the Client.

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

5.2.1 suggested improvements to the effectiveness of the ISMS;

5.2.2 updates to the risk assessments;

5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

5.2.4 suggested improvements in measuring the effectiveness of controls.

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

5.4 The Client may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than

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

### 6. Security Testing

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

6.2 The Client shall be entitled to send a representative to witness the conduct of the Security Tests. The Agency shall provide the Client with the results of such Security Tests (in a form approved by the Client in advance) as soon as practicable after completion of each Security Test.

6.3 Without prejudice to any other right of audit or access granted to the Client pursuant to this Contract, the Client and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Agency, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Agency's compliance with the ISMS and the Security Management Plan. The Client may notify the Agency of the results of such tests after completion of each such test. If any such Client’s test adversely affects the Agency’s ability to deliver the Deliverables so as to meet the KPIs, the Agency shall be granted relief against any resultant under-performance for the period of the Client’s test.

6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Agency shall promptly notify the Client of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Agency proposes to make in order to correct such failure or weakness. Subject to the Client's prior written

Approval, the Agency shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Client or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Client.

6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

### 7. Complying with the ISMS

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

7.2 If, on the basis of evidence provided by such security audits, it is the Client's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Agency, then the Client shall notify the Agency of the same and give the Agency a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Agency does not become compliant within the required time then the Client shall have the right to obtain an independent audit against these standards in whole or in part.

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

### 8. Security Breach

8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Agency shall:

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

1. minimise the extent of actual or potential harm caused by any Breach of Security;
2. remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Client Property and/or Client Assets and/or ISMS to the extent that this is within the Agency’s control;
3. apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Agency, if the mitigation adversely affects the Agency’s ability to provide

the Deliverables so as to meet the relevant Service Level Performance Indicators, the Agency shall be granted relief against any resultant under-performance for such period as the Client, acting reasonably, may specify by written notice to the Agency;

1. prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
2. supply any requested data to the Client (or the Computer

Emergency Response Team for UK Government

("GovCertUK")) on the Client’s request within two

(2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

1. as soon as reasonably practicable provide to the Client full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Client.

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

### 9. Vulnerabilities and fixing them

9.1 The Client and the Agency acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Client’s information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Agency as ‘Critical’, ‘Important’ and ‘Other’ by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

9.2.1 the ‘National Vulnerability Database’ ‘Vulnerability Severity Ratings’: ‘High’, ‘Medium’ and ‘Low’ respectively (these in turn are aligned to CVSS scores as set out by NIST http://nvd.nist.gov/cvss.cfm); and

9.2.2 Microsoft’s ‘Security Bulletin Severity Rating System’ ratings ‘Critical’, ‘Important’, and the two remaining levels (‘Moderate’ and ‘Low’) respectively.

9.3 The Agency shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as ‘Critical’ within 14 days of release, ‘Important’ within 30 days of release and all ‘Other’ within 60 Working Days of release, except where:

9.3.1 the Agency can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Agency asserts cannot be exploited within the context of a Service must be remedied by the Agency within the above timescales if the vulnerability becomes exploitable within the context of the Service;

9.3.2 the application of a ‘Critical’ or ‘Important’ security patch adversely affects the Agency’s ability to deliver the Services in which case the Agency shall be granted an extension to such timescales of 5 days, provided the Agency had followed and continues to follow the security patch test plan agreed with the Client; or

9.3.3 the Client agrees a different maximum period after a case-by-case consultation with the Agency under the processes defined in the ISMS.

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

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

9.4.2 is agreed with the Client in writing.

9.5 The Agency shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Agency) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Agency) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Client within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control

of the Agency) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

9.5.8 inform the Client when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

9.6 If the Agency is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Agency shall immediately notify the Client.

9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Agency shall comply with the Rectification Plan Process.

**Part B – Annex 1:**

## Baseline security requirements

### 1. Handling Classified information

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

### 2. End user devices

2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre (“NCSC”) to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").

2.2 Devices used to access or manage Government Data and services must be under the management authority of Client or Agency and have a minimum set of security policy configuration enforced. These devices must be placed into a ‘known good’ state prior to being provisioned into the management authority of the Client. Unless otherwise agreed with the Client in writing, all Agency devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance

[(https://www.ncsc.gov.uk/guidance/end-user-device-security)](https://www.ncsc.gov.uk/guidance/end-user-device-security). Where the guidance highlights shortcomings in a particular platform the Agency may wish to use, then these should be discussed with the Client and a joint decision shall be taken on whether the residual risks are acceptable. Where the Agency wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Client.

### 3. Data Processing, Storage, Management and Destruction

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

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

3.3 The Supplier shall:

3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;

3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

### 4. Ensuring secure communications

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

4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

### 5. Security by design

5.1 The Supplier shall apply the ‘principle of least privilege’ (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification

[(https://www.ncsc.gov.uk/section/products-services/ncsc-certification)](https://www.ncsc.gov.uk/section/products-services/ncsc-certification) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

### 6. Security of Supplier Staff

6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as ‘SC’) including system administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

### 7. Restricting and monitoring access

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

### 8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

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

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

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

# Call-Off Schedule 10 (Exit Management)

##  1. Definitions

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

|  |  |
| --- | --- |
| **"Exclusive Assets"**  | 4 Agency Assets used exclusively by the Agency in the provision of the Deliverables;  |
| **"Exit Information"**  | 5 has the meaning given to it in Paragraph 3.1 of this Schedule;  |
| **"Exit Manager"**  | 6 the person appointed by each Party to manage their respective obligations under this Schedule;  |
| **“Exit Plan”**  | 7 the plan produced and updated by the Agency during the Initial Period in accordance with Paragraph 4 of this Schedule;  |
| **"Net Book Value"**  | 8 the current net book value of the relevant Agency Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Agency (which the Agencyshall ensure is in accordance with Good Industry Practice);  |
| **"Non-Exclusive Assets"**  | 9 those Agency Assets used by the Agency in connection with the Deliverables but which are also used by the Agency for other purposes;  |
| **"Registers"**  | 10 the register and configuration database referred to in Paragraph 2.2 of this Schedule;  |
| **"Replacement Goods"**  | 11 any goods which are substantially similar to any of the Goods and which the Client receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Client internally and/or by any third party;  |
| **"Replacement Services"**  | 12 any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the End Date, whether  |

those goods are provided by the Client internally and/or by any third party;

|  |  |
| --- | --- |
| **"Termination Assistance"**  | 13 the activities to be performed by the Agency pursuant to the Exit Plan, and other assistance required by the Client pursuant to the Termination Assistance Notice;  |
| **"Termination Assistance** **Notice"**  | 14 has the meaning given to it in Paragraph 5.1 of this Schedule;  |
| **"Termination Assistance** **Period"**  | 15 the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;  |
| **"Transferable Assets"**  | 16 Exclusive Assets which are capable of legal transfer to the Client ;  |
| **"Transferable Contracts"**  | 17 Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;  |
| **"Transferring Assets"**  | 18 has the meaning given to it in Paragraph 8.2.1 of this Schedule;  |
| **"Transferring Contracts"**  | 19 has the meaning given to it in Paragraph 8.2.3 of this Schedule.  |

## 2. Agency must always be prepared for contract exit

2.1 The Agency shall within 30 days from the Start Date provide to the Client a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

 2.2 During the Contract Period, the Agency shall promptly:

2.2.1 create and maintain a detailed register of all Agency Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Deliverables

("**Registers**").

 2.3 The shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Deliverables (or part of them) and if the Agency is unable to do so then the Agency shall promptly notify the Client and the Client may require the

Agency to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

2.5 The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

## 3. Assisting re-competition for Deliverables

3.1 The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agencys (subject to the potential Replacement Agencys entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agencys undertaking due diligence (the "**Exit Information**").

3.2 The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Agency shall provide complete updates of the Exit Information on an asrequested basis as soon as reasonably practicable and notify the Client within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Client in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Agency.

## 4. Exit Plan

4.1 The Agency shall, within three (3) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

 4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.2 how the Deliverables will transfer to the Replacement Agency and/or the Client;

4.3.3 details of any contracts which will be available for transfer to the Client and/or the Replacement Agency upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Agency’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Client or a Replacement Agency copies of all documentation (including without limitation database schema and any other digital resources) relating to the use and operation of the Deliverables and required for their continued use;

4.3.6 proposals for the assignment or novation of all services utilised by the Agency in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return, or transfer to the Replacement

Agency, of all Client Assets in the possession of and/or control of the Agency or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Agency will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Client or a Replacement Agency.

 4.4 The Agency shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

1. every six (6) months throughout the Contract Period; and
2. no later than twenty (20) Working Days after a request from the

Client for an up-to-date copy of the Exit Plan;

1. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
2. as soon as reasonably possible following, and in any event no

later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Client and promptly correct any identified failures.

* 1. Only if (by notification to the Agency in writing) the Client agrees with a draft Exit Plan provided by the Agency under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
	2. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Agency.

## 5. Termination Assistance

5.1 The Client shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Agency (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Client shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Client shall notify the Agency of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Client shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Agency.

5.4 In the event that Termination Assistance is required by the Client but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Agency will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Client approved version of the Exit Plan (insofar as it still applies).

## 6. Termination Assistance Period

 6.1 Throughout the Termination Assistance Period the Agency shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Client, provide the Termination Assistance;

6.1.2 provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Client and/or its Replacement Agency;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Client;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (KPI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Agency's obligations under this Contract;

6.1.5 at the Client's request and on reasonable notice, deliver up-to-date Registers to the Client;

6.1.6 seek the Client's prior written consent to access any Client Premises from which the de-installation or removal of Agency Assets is required.

6.2 If it is not possible for the Agency to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Client, any additional costs incurred by the Agency in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Agency demonstrates to the Client's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Agency's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.

## 7. Obligations when the contract is terminated

 7.1 The Agency shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Agency's performance of the Deliverables and the Termination Assistance), the Agency shall:

7.2.1 vacate any Client Premises;

7.2.2 remove the Agency Equipment together with any other materials used by the Agency to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Agency is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Agency;

7.2.3 provide access during normal working hours to the Client and/or the Replacement Agency for up to twelve (12) Months after expiry or termination to:

1. such information relating to the Deliverables as remains in the possession or control of the Agency; and
2. such members of the Agency Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Client to the Agency in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## 8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Agency shall not, without the Client's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Agency Assets or acquire any new Agency Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Agency, the Client shall notify the Agency setting out:

8.2.1 which, if any, of the Transferable Assets the Client requires to be transferred to the Client and/or the Replacement Agency ("**Transferring Assets**");

8.2.2 which, if any, of:

1. the Exclusive Assets that are not Transferable Assets; and
2. the Non-Exclusive Assets,

the Client and/or the Replacement Agency requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Client requires to be assigned or novated to the Client and/or the Replacement Agency (the **"Transferring**

**Contracts"**), in order for the Client and/or its Replacement Agency to provide the Deliverables from the expiry of the Termination Assistance Period. The Agency shall provide all reasonable assistance required by the Client and/or its Replacement Agency to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

* 1. With effect from the expiry of the Termination Assistance Period, the Agency shall sell the Transferring Assets to the Client and/or the Replacement Agency for their Net Book Value less any amount already paid for them through the Charges.
	2. Risk in the Transferring Assets shall pass to the Client or the Replacement Agency (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
	3. Where the Client and/or the Replacement Agency requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Agency shall as soon as reasonably practicable:
		1. procure a non-exclusive, perpetual, royalty-free licence for the Client and/or the Replacement Agency to use such assets (with a right of sublicence or assignment on the same terms); or failing which
		2. procure a suitable alternative to such assets, the Client or the Replacement Agency to bear the reasonable proven costs of procuring the same.
	4. The Agency shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Client and/or the Replacement Agency. The Agency shall execute such documents and provide such other assistance as the Client reasonably requires to effect this novation or assignment.
	5. The Client shall:
		1. accept assignments from the Agency or join with the Agency in procuring a novation of each Transferring Contract; and
		2. once a Transferring Contract is novated or assigned to the Client and/or the Replacement Agency, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Agency does the same.
	6. The Agency shall hold any Transferring Contracts on trust for the Client until the transfer of the relevant Transferring Contract to the Client and/or the Replacement Agency has taken place.
	7. The Agency shall indemnify the Client (and/or the Replacement Agency, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Client (and/or Replacement Agency) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## 9. No charges

9.1 Unless otherwise stated, the Client shall not be obliged to pay for costs incurred by the Agency in relation to its compliance with this Schedule.

## 10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Client and/or the Replacement and the Agency as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Client or Replacement Agency (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Agency shall be responsible for or entitled to (as the case may be) the rest of the invoice.

# Call-Off Schedule 13 (Implementation Plan and Testing) Part A - Implementation

## 1. Definitions

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

 **"Delay"** a) a delay in the Achievement of a Milestone by its

Milestone Date; or

b) a delay in the design, development, testing or implementation of a Deliverable by the

relevant date set out in the Implementation Plan;

 **"Deliverable Item"** 20 an item or feature in the supply of the

Deliverables delivered or to be delivered by the Agency at or before a Milestone Date listed in the Implementation Plan;

 **"Milestone Payment"** 21 a payment identified in the

Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

 **Implementation Period"** 22 has the meaning given to it in Paragraph

7.1;

## 2. Agreeing and following the Implementation Plan

2.1 The draft Implementation Plan:

2.1.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Client may otherwise require; and

2.1.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Agency.

2.2 Following receipt of the draft Implementation Plan from the Agency, the

Parties shall use reasonable endeavours to agree the contents of the

Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.3 The Agency shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

2.4 The Agency shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Client on such performance.

## 3. Reviewing and changing the Implementation Plan

3.1 Subject to Paragraph 4.3, the Agency shall keep the Implementation Plan under review in accordance with the Client’s instructions and ensure that it is updated on a regular basis.

3.2 The Client shall have the right to require the Agency to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Agency to comply with the Implementation Plan shall be a material Default.

## 4. Security requirements before the Start Date

4.1 The Agency shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Agency Staff have the necessary security clearance in place before the Call-Off Start Date. The Agency shall ensure that this is reflected in their Implementation Plans.

4.2 The Agency shall ensure that all Agency Staff and Subcontractors do not access the Client's IT systems, or any IT systems linked to the Client, unless they have satisfied the Client's security requirements.

4.3 The Agency shall be responsible for providing all necessary information to the Client to facilitate security clearances for Agency Staff and Subcontractors in accordance with the Client's requirements.

4.4 The Agency shall provide the names of all Agency Staff and Subcontractors and inform the Client of any alterations and additions as they take place throughout the Call-Off Contract.

4.5 The Agency shall ensure that all Agency Staff and Subcontractors requiring access to the Client Premises have the appropriate security clearance. It is the Agency's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Client, the Agency shall be responsible for meeting the costs associated with the provision of security cleared escort services.

4.6 If a property requires Agency Staff or Subcontractors to be accompanied by the Client’s Authorised Representative, the Client must be given reasonable notice of such a requirement, except in the case of emergency access.

## 5. What to do if there is a Delay

5.1 If the Agency becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

5.1.1 notify the Client as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

5.1.3 comply with the Client’s instructions in order to address the impact of the Delay or anticipated Delay; and

5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## 6. Compensation for a Delay

6.1 If Delay Payments have been included in the Implementation Plan and a

Milestone has not been achieved by the relevant Milestone Date, the Agency shall pay to the Client such Delay Payments (calculated as set out by the Client in the Implementation Plan) and the following provisions shall apply:

6.1.1 the Agency acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Client as a result of the Agency’s failure to Achieve the corresponding Milestone;

6.1.2 Delay Payments shall be the Client's exclusive financial remedy for the Agency’s failure to Achieve a Milestone by its Milestone Date except where:

1. the Client is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Client can end this contract); or
2. the delay exceeds the number of days (the "**Delay Period**

**Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

6.1.4 no payment or other act or omission of the Client shall in any way affect the rights of the Client to recover the Delay Payments or be deemed to be a waiver of the right of the Client to recover any such damages; and

6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

1. [Implementation Plan
	1. The Implementation Period will be a [six (6)] Month period.
	2. During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Client. The Agency's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
	3. In accordance with the Implementation Plan, the Agency shall:
		1. work cooperatively and in partnership with the Client, incumbent supplier, and other Framework Agency(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
		2. work with the incumbent supplier and Client to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
		3. liaise with the incumbent Agency to enable the full completion of the Implementation Period activities; and
		4. produce a Implementation Plan, to be agreed by the Client, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
	4. The Implementation Plan will include detail stating:
		1. how the Agency will work with the incumbent Agency and the Client Authorised Representative to capture and load up information such as asset data ; and
		2. a communications plan, to be produced and implemented by the Agency, but to be agreed with the Client, including the frequency, responsibility for and nature of communication with the Client and end users of the Services.
	5. In addition, the Agency shall:
		1. appoint a Agency Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Client;
		2. mobilise all the Services specified in the Specification within the Call-Off Contract;
		3. produce a Implementation Plan report for each Client Premises to encompass programmes that will fulfil all the Client's obligations to landlords and other tenants:
			1. the format of reports and programmes shall be in accordance with the Client's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Client's approval; and
			2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days

of its submission by the Agency to the Client, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

* + 1. manage and report progress against the Implementation Plan;
		2. construct and maintain a Implementation risk and issue register in conjunction with the Client detailing how risks and issues will be effectively communicated to the Client in order to mitigate them;
		3. attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Client's requirements during the Implementation Period. Implementation meetings shall be chaired by the Client and all meeting minutes shall be kept and published by the Agency; and
		4. ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Agency.

## Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Milest one  | Deliver able Items  | Duration  | Miles tone Date  | Client Responsibili ties  | Milestone Payments  | Delay Payments  |
|  | [ ] |   |  | [ ] |   |  | [ ] |   |  | [ ] |   |  | [ ] |   |  | [ ] |   |  | [ ] |     |
|  |  |  |  |  |  |  |
| e Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing) r the purposes of Paragraph 9.1.2 the Delay Period Limit shall be **[insert number of days].**  |

### 1. Definitions

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

|  |  |
| --- | --- |
| **"Component"**  | 23 any constituent parts of the Deliverables;  |
| **"Material Test Issue"**  | 24 a Test Issue of Severity Level 1 or Severity Level 2;  |
| **"Satisfaction** **Certificate"**  | 25 a certificate materially in the form of the document contained in Annex 2 issued by the Client when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;  |
| **"Severity Level"**  | 26 the level of severity of a Test Issue, the criteria for which are described in Annex 1;  |
| **"Test Issue Management Log"**  | 27 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;  |
| **"Test Issue** **Threshold"**  | 28 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;  |
| **"Test Reports"**  | 29 the reports to be produced by the Agency setting out the results of Tests;  |
| **"Test Specification"**  | 30 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;  |
| **"Test Strategy"**  | 31 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;  |
| **"Test Success** **Criteria"**  | 32 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;  |
| **"Test Witness"**  | 33 any person appointed by the Client pursuant to Paragraph 9 of this Schedule; and  |

 **"Testing Procedures"** 34 the applicable testing procedures and

Test Success Criteria set out in this Schedule.

### 2. How testing should work

2.1 All Tests conducted by the Agency shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

2.2 The Agency shall not submit any Deliverable for Testing:

2.2.1 unless the Agency is reasonably confident that it will satisfy the relevant Test Success Criteria;

2.2.2 until the Client has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3 The Agency shall use reasonable endeavours to submit each Deliverable for

Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.4 Prior to the issue of a Satisfaction Certificate, the Client shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

### 3. Planning for testing

3.1 The Agency shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

3.2 The final Test Strategy shall include:

3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

3.2.4 the procedure to be followed to sign off each Test;

3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

3.2.6 the names and contact details of the Client and the Agency's Test representatives;

3.2.7 a high level identification of the resources required for Testing including Client and/or third party involvement in the conduct of the Tests;

3.2.8 the technical environments required to support the Tests; and

3.2.9 the procedure for managing the configuration of the Test environments.

### 4. Preparing for Testing

4.1 The Agency shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

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

4.2.2 a detailed procedure for the Tests to be carried out.

4.3 The Client shall not unreasonably withhold or delay its approval of the Test Plan provided that the Agency shall implement any reasonable requirements of the Client in the Test Plan.

### 5. Passing Testing

5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

### 6. How Deliverables will be tested

6.1 Following approval of a Test Plan, the Agency shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

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

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

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

6.2.5 expected Test results, including:

1. a mechanism to be used to capture and record Test results; and
2. a method to process the Test results to establish their content.

### 7. Performing the tests

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

7.2 The Agency shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 The Agency shall notify the Client at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Client shall ensure that the Test Witnesses attend the Tests.

7.4 The Client may raise and close Test Issues during the Test witnessing process.

7.5 The Agency shall provide to the Client in relation to each Test:

7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within 5 Working Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Agency's explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Agency's explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

7.7 When the Agency has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

7.8 Each party shall bear its own costs in respect of the Testing. However, if a

Milestone is not Achieved the Client shall be entitled to recover from the Agency, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

7.9 If the Agency successfully completes the requisite Tests, the Client shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Agency shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

### 8. Discovering Problems

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Agency shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

8.2 The Agency shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Agency shall make the Test Issue Management Log available to the Client upon request.

8.3 The Client shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Agency. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

### 9. Test witnessing

9.1 The Client may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Client, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

9.2 The Agency shall give the Test Witnesses access to any documentation and

Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

9.3.2 will attend and engage in the performance of the Tests on behalf of the Client so as to enable the Client to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

9.3.3 shall not be involved in the execution of any Test;

9.3.4 shall be required to verify that the Agency conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Client to assess whether the Tests have been Achieved;

9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

9.4 may require the Agency to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

### 10. Auditing the quality of the test

10.1 The Client or an agent or contractor appointed by the Client may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.

10.2 The Agency shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.3 The Client will give the Agency at least 5 Working Days' written notice of the Client’s intention to undertake a Testing Quality Audit.

10.4 The Agency shall provide all reasonable necessary assistance and access to all relevant documentation required by the Client to enable it to carry out the Testing Quality Audit.

10.5 If the Testing Quality Audit gives the Client concern in respect of the Testing Procedures or any Test, the Client shall prepare a written report for the Agency detailing its concerns and the Agency shall, within a reasonable timeframe, respond in writing to the Client’s report.

10.6 In the event of an inadequate response to the written report from the

Agency, the Client (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Client.

### 11. Outcome of the testing

11.1 The Client will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Client shall notify the Agency and:

11.2.1 the Client may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

11.2.2 the Client may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Agency

to rectify the cause of the Test Issue and re-submit the Deliverables

(or the relevant part) to Testing; or

11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Agency to meet a Milestone, then without prejudice to the Client’s other rights and remedies, such failure shall constitute a material Default*.*

11.3 The Client shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Agency any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 The Client shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by the Client of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Agency to the reasonable satisfaction of the Client of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 The grant of a Satisfaction Certificate shall entitle the Agency to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

11.6 If a Milestone is not Achieved, the Client shall promptly issue a report to the Agency setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Client shall issue a Satisfaction Certificate.

11.8 If there is one or more Material Test Issue(s), the Client shall refuse to issue a Satisfaction Certificate and, without prejudice to the Client’s other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Client may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Client agrees otherwise (in which case the Agency shall submit a Rectification Plan for approval by the Client within 10 Working Days of receipt of the Client’s report pursuant to Paragraph 10.5); and

11.9.2 where the Client issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

### 12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Client’s requirements for that Deliverable or Milestone; or

12.1.2 affect the Client’s right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

## Annex 1: Test Issues – Severity Levels

### 1. Severity 1 Error

1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

### 2. Severity 2 Error

2.1 This is an error for which, as reasonably determined by the Client, there is no practicable workaround available, and which:

2.1.1 causes a Component to become unusable;

2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

### 3. Severity 3 Error

3.1 This is an error which:

3.1.1 causes a Component to become unusable;

3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

3.1.3 has an impact on any other Component(s) or any other area of the

Deliverables; but for which, as reasonably determined by the Client, there is a practicable workaround available;

### 4. Severity 4 Error

4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

### 5. Severity 5 Error

5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

## Annex 2: Satisfaction Certificate

 To: [insert name of Agency]

 From: [insert name of Client]

[insert Date dd/mm/yyyy]

Dear Sirs,

## Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement (**"Call-Off Contract"**) [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Client name*] (**"Client"**) and [*insert Agency name*] (**"Agency"**) dated [*insert Call-Off Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the

Test Plan [or that a conditional Satisfaction Certificate has been issued in

respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name] [insert Position]

acting on behalf of [insert name of Client]

# Call-Off Schedule 14 (Service Levels)

## 1. Definitions

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

**“Critical Service Level** has the meaning given to it in the Order Form; **Failure”**

 **"Service Level Failure"** 35 means a failure to meet the Service Level

Performance Measure in respect of a Service Level;

 **"Service Level** 36 shall be as set out against the relevant Service

**Performance** Level in the Annex to Part A of this Schedule; and **Measure"**

**"Service Level** 37 shall be as set out against the relevant Service **Threshold"** Level in the Annex to Part A of this Schedule.

## 2. What happens if you don’t meet the Service Levels

2.1 The Agency shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.3 Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months’ notice, change the weighting of Service

Level Performance Measure in respect of one or more Service Levels and the Agency shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.3.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.3.2 the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and

## 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency 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 Client to terminate this Contract and/or to claim damages from the Agency for material Default.

## Part A: Service Levels

### 1. Service Levels

If the level of performance of the Agency:

1.1 is likely to or fails to meet any Service Level Performance Measure; or 1.2 is likely to cause or causes a Critical Service Failure to occur, the Agency shall immediately notify the Client in writing and the Client, in its absolute discretion and without limiting any other of its rights, may:

1.a.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.a.2 instruct the Agency to comply with the Rectification Plan Process;

1.a.3 if a Service Level Failure has occurred, deduct the applicable Service

Level Credits payable by the Agency to the Client; and/or

1.a.4 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). **Annex A to Part A: Services Levels**

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA  | Service Area  | KPI/SLA description  | Target  |
| 1  | Delivery timescales  | The supplier is to fully adhere to the timescales / project plans unless otherwise agreed  | 100%  |
| 2  | Service Delivery  | The Supplier ensures that all services provided addresses the requirements of each brief.  | 100%  |
| 3  | Resource capacity  | The supplier must guarantee sufficient resource for each project and maintain the overarching resource to ensure deadlines don’t slip  | 100%  |
| 4  | Service Delivery  | Acknowledgement of queries and requests within 1 working day with full response within agreed timescales  | 98%  |
| 5  | Account Management  | The service should be consistent and ensure that key personnel remain on the account. Any changes to the individuals working on this account must be made known to the Customer within 24 hrs.  | 98%  |
| 6  | Account Management  | Acknowledgment of any complaints or issues within 24 hours for the duration of the contract, including the escalation of appropriate issues to the authority’s representative.  | 98%  |
| 7  | Account Management  | Responding to queries and requests within 1 working day, including refining brief and granting access to systems and submission of MI.  | 99%  |

## Part B: Performance Monitoring

### 2. Performance Monitoring and Performance Review

2.1 Within twenty (20) Working Days of the Start Date the Agency shall provide the Client 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.

2.2 The Agency shall provide the Client with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

2.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

2.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

2.2.3 details of any Critical Service Level Failures;

2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

2.2.5 such other details as the Client may reasonably require from time to time.

2.3 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 Agency and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall:

2.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Agency at such location and time (within normal business hours) as the Client shall reasonably require;

2.3.2 be attended by the Agency's Representative and the Client’s Representative; and

2.3.3 be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the Client’s Representative and any other recipients agreed at the relevant meeting.

2.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Agency's Representative and the Client’s Representative at each meeting.

2.5 The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.

### 3. Satisfaction Surveys

3.1 The Client may undertake satisfaction surveys in respect of the Agency's provision of the Deliverables. The Client shall be entitled to notify the Agency 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.

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

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

**"Contract Manager"** the manager appointed in accordance with

paragraph 2.1 of this Schedule;

1. Managing the contract
	1. The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Deliverables shall be managed day-today.
	2. The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the

Agency instructions as to its requirements for the Deliverables. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Deliverables.

* 1. During the Contract Period, the Agency will:
		1. keep the Client fully informed as to the progress and status of all Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and
		2. promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.
	2. During the Contract Period, the Parties’ respective Contract Managers will arrange and attend meetings to review the status and progress of the Deliverables and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.
	3. Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

## 3. Approvals and Authority

3.1 For the purposes of this Contract, any reference to Client Approval means written approval in one of the following ways:

3.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or

3.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or

3.1.3 the signature of an Authorised Client Approver on the Agency’s documentation.

3.2 Any reference to Agency Approval means written approval in one of the following ways:

3.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or

3.2.2 the signature of an Authorised Agency Approver on the Client’s documentation.

3.3 The Agency will seek the Client’s prior Approval of:

3.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and

3.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.

3.4 The Agency will seek the Client’s prior Approval of any draft Deliverables. The Client’s Approval will be the Agency’s authority to proceed with the use of the relevant Deliverables.

3.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency’s request.

3.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

## 4. Monitoring Campaign Performance

4.1 The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.

4.2 The Agency will fully comply with all remote access requests.

4.3 The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.

4.4 The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

## 5. Contract Risk Management

5.1 Both Parties will proactively manage risks attributed to them under the terms of this Contract.

5.2 The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:

5.2.1 the identification and management of risks; 5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

## 6. International Work

6.1 The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

Annex: Contract Boards

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

# Call-Off Schedule 16 (Benchmarking)

## 1. DEFINITIONS

 1.1 In this Schedule, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| **"Benchmark Review"**  | 38 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;  |
| **"Benchmarked** **Deliverables"**  | 39 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;  |
| **"Comparable Rates"**  | 40 the Charges for Comparable Deliverables;  |
| **"Comparable Deliverables"**  | 41 deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided  |

that if no identical or materially similar Deliverables exist in the market, the Agency shall propose an approach for developing a comparable Deliverables benchmark;

**"Comparison Group"** 42 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Agency or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Agency or which, are best practice organisations;

 **"Equivalent Data"** 43 data derived from an analysis of the

Comparable Rates and/or the Comparable

Deliverables (as applicable) provided by the

Comparison Group;

 **"Good Value"** 44 that the Benchmarked Rates are within the

Upper Quartile; and

 **"Upper Quartile"** 45 in respect of Benchmarked Rates, that

based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

## 2. When you should use this Schedule

2.1 The Agency acknowledges that the Client wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Client may terminate the Contract by issuing a Termination Notice to the Agency if the Agency refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

## 3. Benchmarking

###  3.1 How benchmarking works

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

3.1.2 The Client may, by written notice to the Agency, require a Benchmark Review of any or all of the Deliverables.

3.1.3 The Client shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Client in writing.

3.1.6 Upon its request for a Benchmark Review the Client shall nominate a benchmarker. The Agency must approve the nomination within ten (10) Working Days unless the Agency provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Client may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

3.1.7 The cost of a benchmarker shall be borne by the Client (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Agency and the relevant portion shall be reimbursed by the Client.

###  3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Client, for Approval, a draft plan for the Benchmark Review which must include:

1. a proposed cost and timetable for the Benchmark Review;
2. a description of the benchmarking methodology to be used which

must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

1. a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Client must give notice in writing to the Agency within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Agency whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must

produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Agency's professional judgment using:
	1. market intelligence;
	2. the benchmarker’s own data and experience;
	3. relevant published information; and
	4. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
2. by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
3. using the Equivalent Data, calculate the Upper Quartile;
4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
	* 1. The Agency shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Agency agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
		2. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
5. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
6. exchange rates;
7. any other factors reasonably identified by the Agency, which, if not taken into consideration, could unfairly cause the Agency's pricing to appear non-competitive.

 3.3 Benchmarking Report

* + 1. For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
		2. The benchmarker shall prepare a Benchmarking Report and deliver it to the Client, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
			1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
			2. if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
			3. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Agency has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the

Client in accordance with Clause 24 (Changing the contract

**Annex 1 – Relevant Convictions**

N/A

# Call-Off Schedule 20 (Call-Off Specification)

The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone**  | **Requirement, provision of:**  | **Timeframe for delivery**  |
| 1  | Implementation Plan  | Within two (2) weeks of contract Award if not already provided in proposal  |
| 2  | Key personnel / teams contact details and Detailed standard operating procedures for complaints and issues resolution and escalation.  | Within two (2) weeks of contract Award if not already provided in proposal  |
| 3  | Life Chances workforce monitoring  | Within Six (6) months of contract Award and then annually  |

**Specification of what is required for the Media Buying Services**

This Call Off Schedule specifies to the services to be provided under this Call Off Contract.

The Customer requires the Supplier to work alongside campaign managers within the Strategic Communications Directorate to advise, plan, innovate, and upskill.

The Supplier will work across a range of priorities and campaign areas to help shape the Authority's strategic approach to media planning and to deliver effective and efficient media planning recommendations.

All recommendations from the Supplier must be insight-driven and intelligence-led, focused on key target audiences, with clear measurable, actionable objectives and outcomes.

The Supplier, with a detailed understanding of the Customer's communication priorities and campaign objectives, will enable strategic thinking, constructive challenge and delivery.

Working in partnership with the Customer, the Supplier will provide strategic input to shape a directorate wide approach, proactively identifying ways to align, improve and innovate. The Supplier will work with campaign managers across the Communications Directorate to consider the impact of new briefs or priorities, and provide detailed cross cutting planning insight around specific audiences or briefs.

The Supplier will lead and manage an overarching, but detailed media plan across a range of agreed campaigns, such as Universal Credit, Jobhelp and Pensions - following agreement of campaign specific briefs and budgets - and respond flexibly to requests for ad- hoe or urgent commissions.

For each individual campaign, the Supplier will manage and contribute to an integrated project plan that incorporates join-up with other agencies, including creative, research, production and buying agencies.

Once appointed the Supplier will be required to:

1. Develop a detailed understanding of the overarching strategic direction of the Communications Directorate, the strategic plans and key audiences and provide advice in line with this.

1. Proactively advise on opportunities to further align the Customer's campaigns, and develop the most efficient strategic framework for planning and delivering activity.

1. Provide insight-driven and intelligence-led media planning recommendations in response to specific briefs on the Customer's multi-channel campaigns, including challenging and building on the existing approach. This will include recommendations as to channel budget allocation to get the best possible return, and expert input to help set evaluation measures. This may include advice for ad-hoc projects, perhaps with small budgets and/or a short turnaround.
2. Provide in-depth planning advice around specific audiences, for example employers, to cut across a range of campaign objectives, and reflect the wider communications arena (including an understanding of wider Government priorities and activity). Advice should align and joinup messages across campaigns wherever possible and, at the same time, avoid confusing and/or conflicting messages when alignment across campaigns is not possible.

1. Lead on and take responsibility for, an overarching project plan for all campaign channel activity across the Customer, in order to avoid clashes in activity and alignment wherever possible, as well as leadership/project management responsibility for individual campaigns to ensure alignment with key agency deliverables i.e. creative, research, production, buying agencies, etc.

1. Work in close partnership with all agencies working on the campaign, to ensure creative and media strategies complement each other, add value and achieve impact. This will include building on evidence from tracking research as well as other sources of insight and intelligence. The tracking research will be provided to the successful supplier.

1. Provide detailed briefings to the media buying agencies, support them to ensure understanding, and offer effective challenge as needed.

1. Provide recommendations on media channel trends, insight on the media landscape, drive efficiencies and share best practice to meet the Customer's objectives.

1. Provide a regular schedule of upskilling and support for the Customer to drive enthusiasm and interest in the media landscape.

This will include regular presentations and ad-hoc suggestions appropriate to specific campaigns. These recommendations should include tangible actions to take, which demonstrate an understanding of the wider picture. It should go beyond channels and demonstrate what it means for the way the Customer communicates.