

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

Order Form

CALL-OFF REFERENCE: itt_864

THE BUYER: Department for Energy Security and Net Zero

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS: 1 New Street Square
London, EC4A 3HQ
United Kingdom

REGISTRATION NUMBER: OC 303675

DUNS NUMBER: 364807771

SID4GOV ID: **364807771**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **08 June 2023**.

It's issued under the Framework Contract with the reference number RM6188 for the provision of Energy Bill Relief Scheme (EBRS) & Energy Bill Discount Scheme (EBDS): Non Standard Supplier Pre Payment Checks.

CALL-OFF LOT(S): Lot 3

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 Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6188**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6188**

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

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- o Joint Schedule 2 (Variation Form)
- o Joint Schedule 3 (Insurance Requirements)
- o Joint Schedule 4 (Commercially Sensitive Information)
- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **RM6188**
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**

6. Call-Off Schedule 4 (Call-Off Tender)

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE: 1 June 2023

CALL-OFF EXPIRY DATE: 31 May 2024

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF EXTENSION PERIOD: This Contract includes an option to extend by up to a further 3 months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

SECURITY

Short form security requirements of Part A of Call-Off Schedule 9 (Security) apply; however the Supplier will not be required to produce a Bespoke Security Management Plan under this Schedule.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core

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

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Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £3,488,299.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

Specific Change in Law

The foregoing provisions of this Section "Call-Off Charges" shall be subject and without prejudice to the provisions of Call-Off Schedule 3 (Continuous Improvement), including (without limitation) Paragraphs 2.11 and 2.12 thereof.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

All invoices should be sent to finance@services.uksbs.co.uk or Department for Business, Energy and Industrial Strategy, 1 Victoria Street, SW1H0ET. A copy of the invoice should also be sent to the contract manager Oliver Quast – Oliver.quast@beis.gov.uk.

BUYER'S INVOICE ADDRESS:

Accounts Payable
BEIS c/o UKSBS,
Queensway House,
West Precinct,
Billingham, TS23 2NF
ap@uksbs.co.uk

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

Programme Director

Framework Ref: RM6188
Model Version: v3.7

Non-Domestic Affordability Directorate

BUYER'S ENVIRONMENTAL POLICY

PPN 06/20, September 2020

Available online at: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

BUYER'S SECURITY POLICY

GovS 007: Security, Version 2.0, 13 September 2021

Available online at: <https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

1 New Street Square, London, EC4A 3HQ

SUPPLIER'S CONTRACT MANAGER

Redacted Under FOIA Section 40, Personal Information

1 New Street Square, London, EC4A 3HQ

PROGRESS REPORT FREQUENCY

See details in Call-Off Schedule 20 (Call-Off Specification)

PROGRESS MEETING FREQUENCY

See details in Call-Off Schedule 20 (Call-Off Specification)

KEY STAFF

Redacted Under FOIA Section 40, Personal Information

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

As detailed in the Supplier's Commercially Sensitive Information

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier 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 Tender)

For and on behalf of the Supplier:

Signature: **Redacted Under FOIA Section 40, Personal Information**

Name: **Redacted Under FOIA Section 40, Personal Information**

Role: Partner

Date:

For and on behalf of the Buyer:

Signature: **Redacted Under FOIA Section 40, Personal Information**

Name: **Redacted Under FOIA Section 40, Personal Information**

Role: Director – Energy Bill Relief Scheme

Date:

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes, and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day is a reference

to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

" Achieve "	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
" Additional Insurances "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
" Affected Party "	the Party seeking to claim relief in respect of a Force Majeure Event;
" Affiliates "	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
" Annex "	extra information which supports a Schedule;
" Approval "	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
" Audit "	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);

	<ul style="list-style-type: none"> b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial, or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authorities to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;

"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment, or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled, or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;

"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential"	means any information, however it is conveyed, that relates to the

"Information"	business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Workday, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation;

	<p>viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments, and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of personal data Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection"	has the meaning given to it in the UK GDPR;

"Officer"	
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence, or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals,

	<p>process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade, and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted, and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <ul style="list-style-type: none"> a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper, and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic

	compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <ul style="list-style-type: none"> • is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> o the Regulations; o the Concession Contracts Regulations 2016 (SI 2016/273); o the Utilities Contracts Regulations 2016 (SI 2016/274); o the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); o the Remedies Directive (2007/66/EC); o Directive 2014/23/EU of the European Parliament and Council; o Directive 2014/24/EU of the European Parliament and Council; o Directive 2014/25/EU of the European Parliament and Council; or o Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending,

	refining, or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements, or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, outside the reasonable control of each Party, affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to

	the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>e) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>f) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practises, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government, and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions, or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images, or sounds (together with

	<p>any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;

"Indexation"	the adjustment of an amount or sum in accordance with the Consumer Price Index (CPI);
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p>

	<p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and

	means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, professional rules and ethical requirements, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period

"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	where: <ul style="list-style-type: none"> a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any Tax return of the Supplier submitted to a Relevant Tax

	Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued

	by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. " Parties " shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or

	<p>other advantage to:</p> <p>vii) induce that person to perform improperly a relevant function or activity; or</p> <p>viii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Quarter"	each three (3) month period ending on a Quarter Day in any year;
"Quarter Day"	each of 31 March, 30 June, 30 September and 31 December in any year;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>b) full details of the Default that has occurred, including a root</p>

	<p>cause analysis;</p> <p>c) the actual or anticipated effect of the Default; and</p> <p>d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agreed in advance in writing; and ● subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;

"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed

	<p>between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); <ul style="list-style-type: none"> 1. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or 2. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract"	the person identified in the Order Form appointed by the Supplier to

Manager	oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	<ul style="list-style-type: none"> a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, <p>in each case wherever chargeable and whether of the United Kingdom</p>

	and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees)

	(https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: b) [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

a) This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]

- Words and expressions in this Variation shall have the meanings given to them in the Contract.
- The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

a) The insurance you need to have

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

3. How to manage the insurance

- i. Without limiting the other provisions of this Contract, the Supplier shall:
 - i. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - ii. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - iii. hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. What happens if you aren't insured

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

5. Evidence of insurance you must provide

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

6. Making sure you are insured to the required amount

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

7. Cancelled Insurance

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

8. Insurance claims

- i. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- ii. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- iii. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- iv. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

- a) The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - o professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000);
 - o public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
 - o employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
	Contract Start Date	All information and data shared for the purposes of this Contract shall be deemed Commercially Sensitive Information unless the Buyer states otherwise in writing.	Contract end date, including and extension periods

Joint Schedule 5 (Corporate Social Responsibility)

a) 1. What we expect from our Suppliers

1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

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

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

2. Equality and Accessibility

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

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

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

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

- 4.1.4 record all disciplinary measures taken against Supplier Staff;
and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

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

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	<input checked="" type="checkbox"/> Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

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

Joint Schedule 11 (Processing Data)

Definitions

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

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Personal Data Breach;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

UK GDPR Article 46 or LED Article 37) as determined by the Controller;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7.** Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
- 8.** The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9.** Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to

comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

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

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

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

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1

(Processing Personal Data).

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: **dataprotection@beis.gov.uk**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: **dpo@deloitte.co.uk**

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> ● <i>Business contact details provided by DESNZ to the supplier concerning any Energy Suppliers</i> ● <i>Information regarding an Energy Supplier's ownership and control, including identity of key principals and controlling parties</i> ● <i>Although not intended, data to be provided by energy suppliers and included in the assessment may contain personal data. To the extent that personal data is processed this could reasonably include:</i> <ul style="list-style-type: none"> ● <i>Volumetric data for the reference delivery month of September</i> ● <i>Energy price and discount calculations</i> ● <i>Calculation of the respective invoice discount amount</i> ● <i>An example invoice.</i> ● <i>Accompanying note / communication that informs the customer of the applied discount</i> ● <i>Energy suppliers' process description to apply scheme discounts in their billing platforms or equivalent</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for</i></p>

	<p><i>the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> ● <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> ● <i>Business contact details of any directors, officers, employees, agents, consultants, and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller,</i>
Duration of the Processing	<i>For the duration of the Call-Off Contract plus 8 years</i>
Nature and purposes of the Processing	<ol style="list-style-type: none"> 1. <i>List of energy supplier contacts from DESNZ to the supplier to enable them to make the respective Requests for Information to the energy suppliers, asking for anonymised data to allow for discount calculation, process, and system checks, arrange bilateral meetings, send data requests, distribute communications.</i> 2. <i>Processing information collected / received by the supplier pursuant to the above for the purposes of carrying out the necessary readiness analysis anticipated under the Call Off Contract</i> 3. <i>Discussion / review / responding to queries and calculation verification requests in connection with the readiness analysis anticipated under the Call Off Contract</i>
Type of Personal Data	<ul style="list-style-type: none"> ● <i>Name,</i> ● <i>Role within their organisation</i> ● <i>Business Email</i> ● <i>Business Phone Number</i> ●
Categories of Data Subject	<p><i>Where the Parties are acting as Independent Controllers:</i></p> <p><i>Supplier and Energy Supplier Staff (including employees, directors, volunteers, agents, and temporary workers) of businesses, voluntary sector organisations and public sector organisations that are on non-domestic contracts.</i></p> <p><i>The Relevant Authority is Controller and the Supplier is</i></p>

	<p>Processor</p> <p><i>Sole traders</i></p> <p><i>General Partners</i></p> <p><i>Energy Supplier Staff (including employees, directors, volunteers, agents, and temporary workers)</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>All data collated during the contract should be provided to DESNZ.</i></p> <p><i>All data should be deleted following the expiry of the contract, unless agreed otherwise by DESNZ</i></p>

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 1.2 The Buyer and the Supplier acknowledge that nothing in this Schedule requires the Supplier to implement improvements where to do so would result in any breach or non-compliance with any Laws.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Quarter to commence after the Start Date a plan for improving the provision of

Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Quarter ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must build on and/or add to the previous Continuous Improvement Plan(s) include, as a minimum, proposals:

- 2.3.1 identifying the emergence of relevant new and evolving technologies;
- 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Quarter to commence after the Start Date shall be submitted by the Supplier to the Buyer for Approval (i) within thirty (30) Working Days of the start of that Quarter.

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within ten (10) Working Days of receipt. If it is rejected then the Supplier shall, within five (5) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

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

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

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

- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Quarter (after the first (1st) Quarter) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)



Department for
Energy Security
& Net Zero

Mini Competition

Questions

**ENERGY BILL DISCOUNT SCHEME – NON-
STANDARD SUPPLIER PRE-PAYMENT
CHECKS ITT UNDER FRAMEWORK:**

**Crown Commercial Service (CCS) RM6188, Audit &
Assurance Services (A&AS) Framework – Lot 3**

Tender Reference Number: itt_864

1. RESPONSE TEMPLATE

AQ 1	Weight	30%	Page Limit	4 pages
Question	<p>Please outline and give reasoning for your proposed methodology and approach to achieving the objectives and delivering the outputs highlighted in the specification, and how knowledge of energy market, organisations and its structures supports this.</p> <p><i>Bidders are to clearly explain and give reasoning for their proposed methodology and approach to achieving the objectives and delivering the outputs contained within the specification.</i></p>			
Subject	<p>Overall Delivery Approach</p>			
Bidder Guidance	<p>The response should include the proposed approach to:</p> <ul style="list-style-type: none"> • Deliver the required checks including a clear rationale as to why your chosen methodology will provide the best outcome in delivering the projects objectives. • Using innovative solutions to specific requests for design proposals set out in the requirements. • Identifying and assessing business eligibility and claim validity in the scheme. • Deduction of the likelihood of an application moving from level 1 to level 1+ • Analysis of findings and quality assurance processes • Document and communication logging. • Data protection processes and assurances. • Process for prioritising cases. • Engaging non-standard energy providers. • Approach to sharing knowledge with, and upskilling DESNZ employees on claim validity. • Output reports to DESNZ, including the types of detail you will include in each output report, the expected reports are set out in the specification. Showing how reports are repeatable and standardised across a range of expected cases. • How your knowledge of energy market, organisations and its structures support this. <p>Bidders should provide a sufficient level of detail for DESNZ to understand the proposed overall approach to the evaluations at an individual and group level, how individual research activities will be conducted and how outputs will meet DESNZ needs. Bidders should attach their response as a PDF to this question.</p>			

Redacted Under FOIA Section 43, Commercial Interests

Call-Off Schedule 5 (Pricing Details)

This Schedule shows further detailed pricing information, in addition to the pricing in the Order Form

a. Time and Material – Rate Card

Redacted Under FOIA Section 43, Commercial Interests

b. Mandatory Cost

Redacted Under FOIA Section 43, Commercial Interests

c. Operational Cost

Redacted Under FOIA Section 43, Commercial Interests

The maximum value set on this contract is £3,488,299.00

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or paternity, shared parental or adoption or long term or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; 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 Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers unsatisfactory in any respect. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

a) Definitions

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

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

9. Complying with security requirements and updates to them

- i. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- ii. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- iii. Where the Security Policy applies the Buyer shall notify the Supplier of any changes

- or proposed changes to the Security Policy.
- iv. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
 - v. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

10. Security Standards

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

11. Security Management Plan

- i. **Introduction**
 - i. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- ii. **Content of the Security Management Plan**
 - i. 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 Supplier;
3. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
4. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
6. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
7. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

iii. **Development of the Security Management Plan**

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

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

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

iv. **Amendment of the Security Management Plan**

- i. The Security Management Plan shall be fully reviewed and updated by the Supplier 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;
 - 4. any new perceived or changed security threats; and
 - 5. any reasonable change in requirements requested by the Buyer.
- ii. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - 1. suggested improvements to the effectiveness of the Security Management Plan;
 - 2. updates to the risk assessments; and
 - 3. suggested improvements in measuring the effectiveness of controls.
- iii. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- iv. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on

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

12. Security breach

- i. 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.
- ii. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - i. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) 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 Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 3. prevent an equivalent breach in the future exploiting the same cause failure; and
 4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
 - iii. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;

- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 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;

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

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

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

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

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

- 1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Supplier 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 Supplier to the Buyer; 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).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Schedule.

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

Service Levels						Service Credit for each Service Period *
Key Indicator	Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold			
			Red	Amber	Green	
Delivery – Applicant Eligibility Check (Level 1 and 1+)	Supplier to deliver a weekly report as detailed within 9(a)	To be delivered and reviewed weekly in progress meetings.	Exceeds the weekly delivery deadline by 3 working days or more.	Exceeds the weekly delivery deadline by 2 working days or more.	Meets the weekly delivery deadline.	2% Service Credit gained for each day the weekly delivery deadline is missed under this Service Level Performance Measure
Delivery – First claims validation (Level 2 and 2+)	Supplier to deliver a weekly report as detailed within 9(b)	To be delivered and reviewed weekly in progress meetings.	Exceeds the weekly delivery deadline by 3 working days or more.	Exceeds the weekly delivery deadline by 2 working days or more.	Meets the weekly delivery deadline.	2% Service Credit gained for each day the weekly delivery deadline is missed under this Service Level Performance Measure.
Data Collection, Management Information and Reporting	Manage the timely completion of reports to DESNZ as set out in Section 12 Contract Management and Review.	Performance will be tracked weekly / monthly based on agreed methodology & timings, as set-out within Section 12 below.	Exceeds the deadline agreed between the Supplier and BEIS, as set-out within Section 12 below, by 3 working days or more.	Exceeds the deadline agreed between the Supplier and BEIS, as set-out within Section 12 below, by 2 working days or more.	Meets the deadline agreed Between the Supplier and BEIS as set-out within Section 11 below.	2% Service Credit gained for each day the weekly delivery deadline is missed under this Service Level Performance Measure.
Risk Management/non-compliance evidence log	The supplier will identify risks in delivering the scheme to the agreed milestone schedule and notify BEIS during weekly review meetings. The supplier will maintain a risk log on each relevant scheme on those risks of fraud, gaming etc. Each risk to have a named owner and mitigation actions.	This will be measured on a monthly basis at project governance reviews.	Risk Log not maintained on regular basis, with mitigations & updated regularly to reduce any risks.		Risk Log maintained on regular basis, with mitigations & updated regularly to reduce any risks. Supplier is encouraged to report risks to the Department as and when they become apparent, together with proposed mitigation	2% Service Credit gained for non-delivery under this Service Level Performance Measure.
Social Values	Create opportunities for entrepreneurship and help new organisations to grow,	This will be measured on a monthly basis at project governance reviews.	Performance against the metrics is not provided on a regular basis.	Performance is tracked but progress is absent or inconsistent &/or	Performance is tracked and there is a clear improvement against the metrics which can be evidenced.	2% Service Credit gained for non-delivery under this Service Level Performance Measure.

	<p>supporting economic growth and business creation.</p> <p>Measurable performance against the metrics below:</p> <ul style="list-style-type: none"> • Start-ups • SMEs • VCSEs • Supply chain engagement index (e.g., Net promoter score from supplier feedback surveys) 	<p>Details of Supplier submissions, methods and frequency of measurements to be agreed with the supplier.</p>		<p>lack of evidence to substantiate.</p>		
Continuous Improvement	<p>Delivery against cost-efficiency continuous improvement initiatives</p>	<p>An updated Continuous Improvement Plan to be issued at least once every 3 months (per quarter) as a minimum and as in line with Call-Off Schedule 3 (Continuous Improvement).</p> <p>This Service Level Performance Measure shall be measured quarterly.</p>	<p>An updated Continuous Improvement Plan is not issued at least once every 3 months (per quarter) as a minimum and as in line with Call-Off Schedule 3 (Continuous Improvement).</p>		<p>An updated Continuous Improvement Plan is issued at least once every 3 months (per quarter) as a minimum and as in line with Call-Off Schedule 3 (Continuous Improvement).</p>	<p>2% Service Credit gained for non-delivery under this Service Level Performance Measure.</p>
Appeals – Supplier Performance	<p>Energy Supplier Appeals.</p> <p>Where an appeal made by an Energy Supplier is upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from the poor performance of the Supplier,</p>	<p>Supplier to provide a monthly update on appeals for review by the Department.</p> <p>Where an appeal made by an Energy Supplier is upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from the poor performance of the Supplier, this will be considered a fail under this Service Level Performance Measure.</p>	<p>Where one or more appeal/s made by an Energy Supplier are upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from poor performance of the Supplier, this will be considered a fail under this Service Level Performance Measure.</p>		<p>Where no appeals made by an Energy Supplier are upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from the poor performance of the Supplier,</p>	<p>2% Service Credit gained for each upheld appeal in a monthly period, where it can be reasonably demonstrated that the issue being raised under the appeal results from poor performance of the Supplier, under this Service Level Performance Measure.</p>

*** Note that the total Service Credit value in any single monthly period shall not exceed 10% of the average of the last three months actual invoice value.**

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 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 Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the

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

4. Satisfaction Surveys

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

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

1. Definitions

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

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

2. Project Management

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

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

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

3 Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager(s) shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's

responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

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

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

4 Role of the Operational Board

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

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

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

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

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

5 Contract Risk Management

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

- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.2 the identification and management of risks;
 - 5.2.3 the identification and management of issues; and
 - 5.2.4 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

Annex: Contract Boards

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

- Weekly Progress Meeting throughout the duration of the contract.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

DOCUMENT 2

THE SPECIFICATION



Department for
Energy Security
& Net Zero

DPF4

SPECIFICATION

Title: EBRS and EBDS Non-Standard Cases Eligibility and First Claim Validity Supplier Specification

Tender Reference Number: itt_864

Date: **04/05/2023**

Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

1. Executive summary

- 1.1. The Energy Bill Relief Scheme (EBRS) provided support on energy provided by licenced energy suppliers to Non-Domestic customers from 1 October 2022 to 31 March 2023. We previously identified the need to support Non-Domestic customers who obtain energy via sources other than OFGEM/UREGNI licensed energy suppliers. These are covered by the Department for Energy Security and Net Zero (DESNZ) Non-Standard Cases (NSC) Scheme under EBRS and will continue to be covered under the Energy Bills Discount Scheme (EBDS).
- 1.2. The first round of EBRS NSC was launched in January 2023 and supports certain Non-Domestic customers in GB and NI that are taking energy from the public electricity or gas grid, where that energy is provided by parties that are not licensed energy suppliers. A number of energy providers have been assessed under this first phase as providing eligible energy and are able to make claims under EBRS.
- 1.3. On 1 April we announced an expansion to the eligibility of NSC to include Non-Domestic customers who receive electricity or gas from license-exempt suppliers via private wire or pipe and where prices paid are pegged to wholesale energy prices. Further guidance will be announced in due course. We also announced the launch of EBDS, which provides continued energy support for Non-Domestic customers from, 1 April 2023 to 31 March 2024.
- 1.4. DESNZ now requires a Supplier to assess applications and provide recommendations on eligibility for participation in the NSC Scheme covering EBRS and EBDS. Eligibility of the customers, energy providers and energy is expected to be consistent between EBRS and EBDS, however the potential rates for claims will differ.
- 1.5. The contract will last for 12 months with the potential for a 3-month extension, this will cover the EBDS period with time after EBDS ends in the event that applicants come through late in the scheme and to finalise first claims at the end of the scheme.

2. Objective

- 2.1. The objective of this work is to assess and provide DESNZ with clear and definitive recommendations on company due diligence, energy eligibility, perceived fraud risk and first claim validation of each NSC scheme participant to allow DESNZ to sign-off applicants eligibility and first claim validity.

3. Context and scope

3.1. Context

The Energy Prices Act (2022) made provision for controlling energy prices by addressing the associated negative social, economic, and other impacts of these unprecedentedly high energy prices. The Act enables the delivery of the main EBRS and EBDS schemes, and the NSC schemes for EBRS and EBDS. The EBRS and EBDS NSC schemes are available to non-domestic customers who receive their energy from unlicensed suppliers, or via private wire or pipe. The details of this grant scheme are set out in the relevant Scheme Terms, which claimants must formally register for. The EBDS scheme terms set out higher levels of support to claimants operating in Energy and Trade Intensive Industries (ETII), and heat networks with domestic customers.

The relevant scheme terms also define the lower consumption consumer as using less than 10GWh of gas or 30GWh of electricity per annum, lower consumption customers discount rate will be calculated using the Wholesale Reference Price (WRP) compared to the threshold price, the WRP is calculated using the index used to fix the price of the contract. DESNZ will publish the monthly discount rates for electricity for both gas and electricity, with two separate rates; the day ahead discount rate and for the month ahead discount rates. Non-lower consumption customers are those who use more than 10GWh of gas or 30GWh of electricity, these customers WRP will be calculated on actual prices paid for gas and electricity compared to the threshold price.

In all schemes the energy provider is invited to apply for the schemes on its customers behalf, and the Pass-through SIs ensures that relevant intermediaries are legally obliged to pass on the scheme benefits received to end users in a just and reasonable way, and that relevant information is shared with end users by intermediaries.

In NSC energy is supplied through an exemption or exception to the Electricity Act or Gas Act. These are more complex arrangements which will require additional analysis and evidence to determine eligibility when compared to standard cases. These energy providers are likely to have flexible tariffs and will likely require support in determining the relevant eligibility and calculation. Some suppliers have already been deemed as eligible under EBRS NSC who will be eligible under EBDS.

3.2. Scope

The scope of this work is to focus on non-standard applicants to EBRS and EBDS. The first phase of NSC was launched in January 2023 and supports certain Non-Domestic customers in GB and NI that are taking energy from the public electricity or gas grid, where that energy is provided by parties that are not licensed energy suppliers. A number of energy providers have been assessed under this first phase as eligible and are eligible to make claims under the scheme.

The eligibility of NSC has been extended to include Non-Domestic customers who receive electricity or gas from license-exempt suppliers via private wire or pipe and where prices paid are pegged to wholesale energy prices. This extension was announced on 1 April 2023 and applications will be assessed by the Supplier, full guidance and applications forms will be launched prior to the supplier starting. Further details on eligibility and the application process will be announced shortly. Eligible energy providers will also be eligible under EBDS.

The focus will be on energy providers to make an application to the NSC scheme to cover their relevant customers, including aligning with requirements for the ETII support and Heat Network schemes under EBDS. There may be occasions when an energy provider is unable or unwilling to apply and a customer may apply directly to the scheme and be assessed.

At present we expect that there could be between 100-200 applications, however, there is a degree of uncertainty, with the potential for the number of applications to be lower or rise to 500, as there is no clear list of energy providers or end customers using energy supply licence exemptions and exceptions. Through prior engagement and market engagement it is expected that we will see the bulk of applications coming forward in the first six months, with further applications made after this time as customers change their energy supply.

Applications will vary in complexity depending on the set up of the relevant site, contracts, and energy sources, however we expect that an energy provider should be able to clearly articulate their energy supply to their end customers and provide relevant information via the application form. There may be occasions where additional evidence and information is needed to propose a

conclusion, particularly in the case of an end customer applying directly where they have less information on mix of energy supply from an energy provider.

In making a recommendation to DESNZ the Supplier should consider the following areas (further detail is set out in Schedule 5):

1. Company due diligence and legitimacy checks
2. Eligibility assessment
3. Fraud Risk assessment
4. First claim assessment

Given the developing nature of the scheme, milestone dates are still being finalised. The latest view of timelines is shown in *Figure 1*:

	Period	Details
EBRS NSC 'Tranche 2' opens	Early May 2023	Scheme opened to applications
EBDS NSC opens	Early May 2023	Scheme opened to applications
Contract Award Date	29 th May 2023	
Contract Start Date	1 st June 2023	
First Tranche 2 and EBDS NSC payments	June 2023	
End date for Tranche 2 provider applications and last claim	September 11, 2023	
End date for EBDS NSC provider applications	March 31, 2024	
Last Claim for EBDS NSC	April 14, 2024	

Figure 1. Current view of scheme timelines

3.3. SME pool

While we expect the supplier to have the necessary energy expertise for the majority of cases, for complex cases there is an SME pool which the Supplier can call on for support. This will be made up of people with prior knowledge and experience of standard and non-standard EBRS. This group will comprise DESNZ staff as well as energy- and legal consultancy third parties who have been involved in the schemes to date, with whom the Supplier will be required to work and collaborate during the project. In the event of third-party support being required the Supplier will need to put any such requests through the DESNZ team.

4. Process

4.1. End-to-end eligibility and first claim validity assessment process

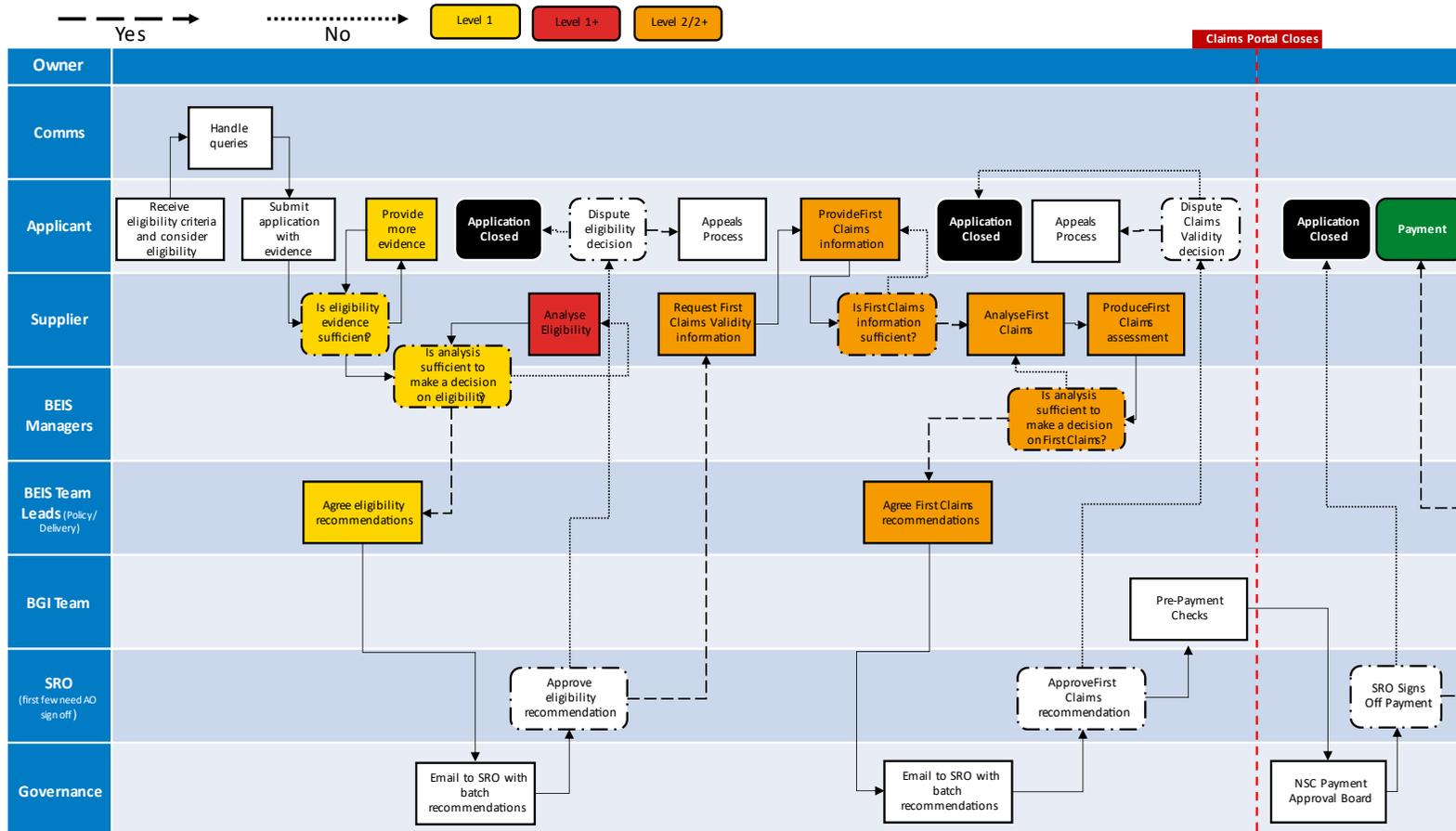


Figure 2. NSC governance stages, showing how eligibility and first claim validity recommendations feed into DESNZ governance and decision-making processes. Please note, this is a draft, working slide shared for reference. Team names and process steps may be updated in future.

The above end-to-end process demonstrates the applicant journey from initial engagement with the scheme, through eligibility and first claims validity.

Engagement with Energy Providers and End Users has been ongoing with a list of potential applicants identified. Queries on the application process from prospective applicants will be handled by DESNZ, until the supplier is in place. From the point of application, the Supplier will take the lead on communication (e-mail correspondence and bilateral sessions) with Energy Providers regarding eligibility and first claims validity, with the support of the DESNZ SME pool where necessary.

4.2. Assessments process

Applications will be received by DESNZ and passed on to the Supplier for review. DESNZ will register each application in a shared Excel log stored on a SharePoint site accessible to the Supplier, in order to form a single list of applicants, and ultimately, eligible and ineligible parties. This will also log potential applicants that there are ongoing discussions with pre-application.

Per the specification provided in Section 0, we expect the assessment is expected to be an iterative and flexible process, with the Supplier using not only the information provided in the application, but other information available via further information requests to the Energy Provider, bilateral discussions, and publicly available sources of information to validate eligibility and first claim validity. ***We would expect most of the assessment to be largely administrative and therefore carried out by junior/ administrative grades which bidders should quote under the junior analyst grade.***

The Supplier will need to have appropriate systems in place to ensure all documents and communications between themselves and applicants are logged in an orderly manner. Following the conclusion of the application the supplier will need to provide all documents and a document list to DESNZ into SharePoint.

5. Eligibility Assessment- Level 1 Check

Given the complex and varied nature of NSC scheme participants, eligibility assessment will be less straightforward, with more pre-payment checks than with the standard EBRS/EBDS. The Supplier will be required to gather information from a range of sources to form an assessment of company legitimacy and its 'energy eligibility'.

We expect that assessment will fall into 2 levels of increasing complexity as per figure 5:

1. **Level 1 assessment Standard application:** This will be applicants with a relatively simple energy supply chain with clear visibility, of the energy sources and customers.
2. **Level 1 + Complex cases:** This will be applicants who have complex energy arrangements. This may require further investigation, such as additional evidence from others in the supply chain. We expect around 20% of cases to be Level 1+ complex cases, this is not guaranteed and could be higher or lower. Note Level 1+ should not be used in the event of an applicant not providing evidence in a clear and accessible manner or not in a timely manner.

On carrying out the assessment the Supplier will be expected to carry this out in stages depending on the type of assessment needed and where the application is in the process:

Level 1 checks will comprise an agreed set of standard company due diligence and energy eligibility checks as outlined in section 5.2 & 5.3 below These should be consistent across all applications. The

application form should provide the majority of the information needed to carry out these checks, with some additional bilateral with applicants to clarify evidence. There should be an expectation that the Supplier may need to identify specific needs for additional information and evidence within this level of checks that could be unique to each applicant. Level 1 should also account for an initial bi-lateral to support applicants in their submission of their initial application. This level should be provided at a fixed price per application.

In some cases, the assessment may be highly complex. For these applications, the assessment can move to **level 1+**. Before moving to this phase, the Supplier should evidence how they have completed all Level 1 checks satisfactorily as set out by the supplier in their tender, why these checks have not been able to provide the necessary information to assess the application, and how the proposed additional work will allow them to complete the applicant's assessment. As part of the continuous improvement process the supplier should evidence if it is appropriate and possible to include the additional checks within the Level 1 Checks. Level 1 + would be chargeable separately under a work order and must be agreed with DESNZ before proceeding. Moving to level 1+ should not be used in the event that an applicant has not correctly filled in their form, provided the evidence in a timely manner or is not engaging properly with the process.

DESNZ has an application form that is currently being updated to align with further eligibility criteria. This should be used to gather standard information required from each applicant regarding eligibility (e.g., general energy contract information, description of commercial and physical configuration and data to illustrate eligible energy volumes and any pricing information). Further information may need to be gathered on a case-by-case basis, dependent on the scenario and the potential risk profile.

The application form will be regularly reviewed and updated following feedback from the Supplier and Applicants, to help to optimise the methodology used to perform checks and assessments, its format and completeness of information gathered.

The Supplier will need to put in place an appropriate system to ensure the applications are tracked, communications logged, and following completion of the assessment files can be moved to the DESNZ SharePoint system easily. This does not need to be a formal case management system, but potential Suppliers should highlight if they have an existing case management system that would be adapted.

5.1. Company due diligence and legitimacy checks – Level 1 Check

To ensure that the claiming providers and their end customers are real, legitimate, and solvent, up-front due diligence checks on each company's status will be required. Understanding of the company structure, and therefore which entity should be paid, and where relief payment should be passed on to, is also required. Checks may include:

- Companies House checks and other online evidence gathering
- Direct contact with the applicant via bilateral session to gather/request evidence.
- Checking for applicable sanctions against relevant companies/ directors
- Director positions
- What is the risk of insolvency?
- Fraud risk check including but not limited to-
 - o Application made by an authorised individual.
 - o Duplication of claims

- Misrepresentation of contracts or invoices
 - Inconsistencies between supplier and end customer
 - Internal fraud reporting procedures.
 - Processes for ensuring payment is received in the correct account/ not diverted.
- What is the Company Watch Health Score (or equivalent)

The Supplier may use a standard system to carry out company due diligences.

The Supplier will collate and analyse relevant information and provide a summary and recommendation to DESNZ on the legitimacy of the company in question based on the available information, as well as its customer base.

5.2. Energy Eligibility – Level 1 Check

Alongside company due diligence checks, the Supplier will be required to provide a recommendation to DESNZ on the eligibility and validity of the energy of each prospective applicant to claim under the NSC Scheme. This will require the Supplier to determine the eligibility of the energy consumed by the end customers, ensuring it aligns with the eligibility criteria of EBRS NSC and EBDS. The supplier will gather the required data to subsequently validate each application for relief.

The supplier will likely need to work with the applicant to identify all sources of eligible energy, the relevant quantities, contractual arrangements, and price paid. This assessment will be based on both qualitative (review of the description of the commercial and technical arrangements involving energy supply) and quantitative evidence (numerical data supporting the description of arrangements).

The application form should form the basis of the energy assessment. Whilst this is currently under review the application form will collect data such as:

- A schematic of the energy supplies through the relevant energy provider and site
- Proof that the price paid is linked to wholesale price
- Identification of energy source/ generation and volumes
- Provision of relevant meter numbers/ MPANs where applicable
- Identification of relevant operating exemption/ exception
- Contractual arrangements
- Invoicing

The standard application form will support the collection of data however, there may be the need to collect additional bespoke data from applicants. There may also be need for evidence to be collected from other parties that form part of the energy supply chain. It is written into legislation that those parties approached must provide relevant information within an appropriate time frame. In the event that not all information can be collected this should be reflected in the analysis presented and a recommendation made.

Qualitative evidence

The Supplier will need to be able to analyse and understand a description of the commercial and physical set up of a company and its customers in order to validate that the energy they are claiming for is properly allocated. The validations will need to include an analysis of how the energy is being used, of the contract's providers have in place with their customers and end user invoicing/settlement documentation. Where minimal evidence can be gathered, this will be

highlighted to DESNZ as a risk in the recommendation on eligibility for that Energy Provider. This should include:

1. **Licensing/permission to supply:** An energy provider should provide information on the exemption or exception they are using to provide energy to their clients, to ensure it is a legal supply.
2. **Customer base review:** Review of who a provider supplies to, checks on the destination and use of the energy; this may also require support in the identification of ETII's and HNs for EBDS.
3. **Review of documents to validate a relief claim:** Review of invoices, contracts, and other documents to provide validation of eligible energy volumes, claimed relief amounts and distribution of relief to customers.
4. **Review of energy flows:** To understand the site configuration and flows of energy involved in the provider's setup, and to validate that the provider can accurately and properly identify eligible and ineligible energy volumes. This could include review of pricing calculations for these flows, and support to the applicant to understand the potential value of their claim.

Quantitative evidence

To validate each application for relief and to underpin the qualitative description, the Supplier will gather from the energy provider and assess quantitative evidence, including but not limited to:

- Pricing data (e.g., trade data) to ensure pricing is linked to wholesale price
- Volumetric consumption data, at a sufficiently granular level to determine eligible volumes; and relevant energy generation source
- Unit conversion and efficiency calculations (where energy is converted from one form to another [e.g., gas to heat and electricity])

Qualitative and quantitative data could be brought together to map out a provider's configuration as per Figure 3. The core of this should be provided by the applicant and supplemented by the Supplier with additional evidence that has been gathered:

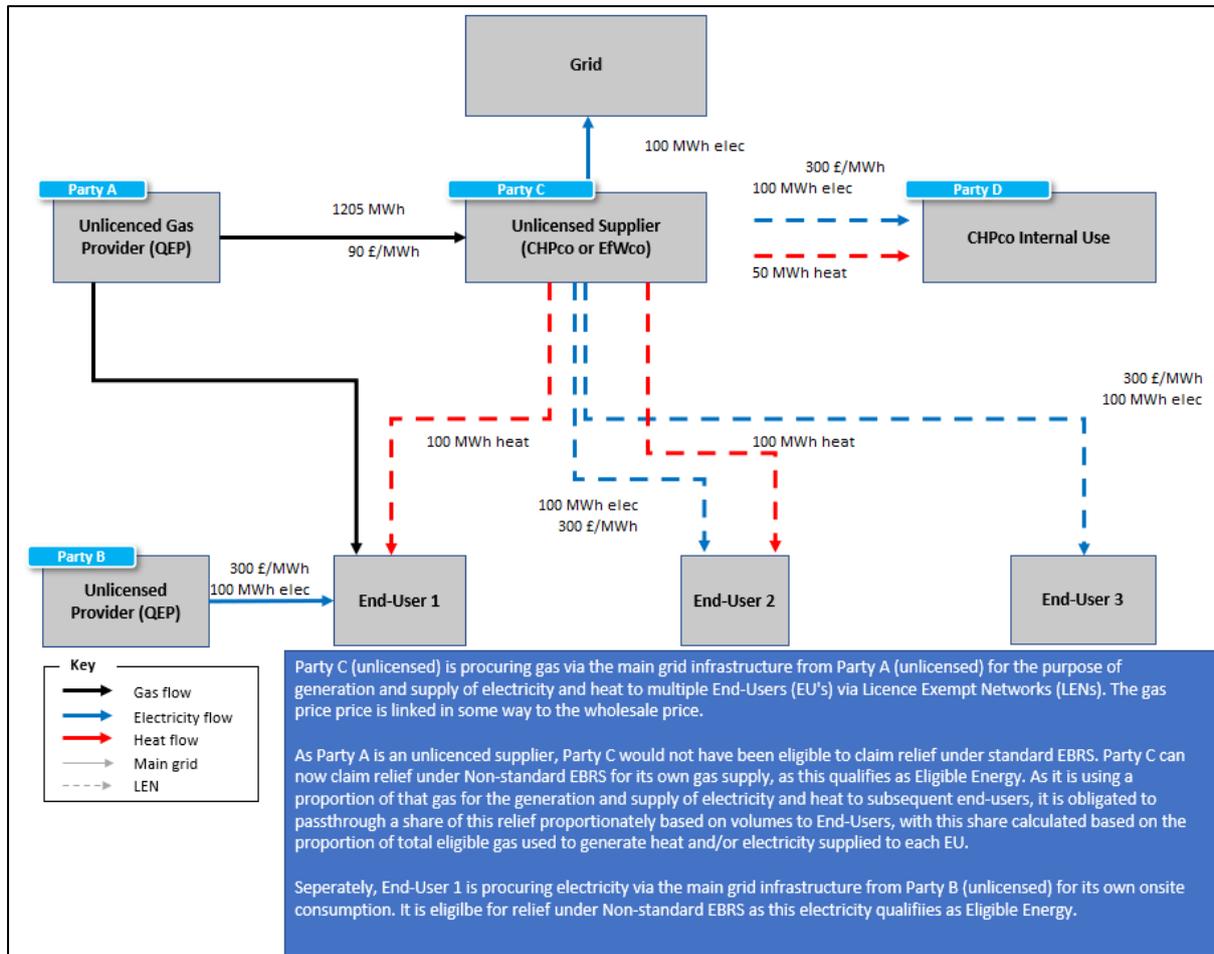


Figure 3. Diagram of an example energy provider's configuration

There may be occasions where it is necessary to collect evidence and data from other organisations such as:

Third-party sources: For some providers, publicly available information may be useful in validating the commercial and energy configuration described by the provider. This could include sources such as Exelon/Xoserve settlement/metering data, market participation data (e.g., publicly available trade data, such as Balancing Mechanism and Capacity Market records).

Provider sources: Any other documentation of evidence which can be provided by the applicant.

Other parties in the supply chain: In some instances, there may be a need to validate information by seeking evidence from other parties in the supply chain. In these instances, the supplier will need to work with the applicant to identify the relevant party and contacts. There is a legal requirement for these parties to provide information.

6. Claim Validity Level 2/2+

Following the determination of eligibility, the supplier will be expected to support the applicant in determining their first claim for both EBRS (post-dated) and EBDS. When an applicant is making their first claim this should cover all their eligible customers. The claim validation will fall within 2 categories of checks, each should be standard checks as per figure 5:

Level 2 checks will be standard checks that will cover claims made for lower consumption customers who use under 10GWh per annum for electricity and 30GWh per annum for gas. These checks will apply a standard relief per KWhr as published monthly by DESNZ. The Supplier will need to check the applicants claim form against evidence to ensure the calculations have been carried out correctly, these checks will need to include:

- **Invoice checks**- has the price paid been over the wholesale price as set out for any given month.
- **Volume checks**- Ensure the volumes are correct and claimed under the right programme.
- Other support claims- ensure claim does not include any energy covered under other schemes.
- Check that the correct relief has been applied.
- Check that Pass Through, where appropriate has been taken into account.

Level 2 + checks will cover claims for non-lower consumption customers who use over 10GWh per annum for electricity and 30GWh per annum for gas. The claim check will cover the same level of checks as Level 2. However, the calculation of relief will need to be checked against the price wholesale for the eligible energy, relative to the threshold price. This may require additional scrutiny of invoices.

In reporting to DESNZ the Supplier will need to highlight their level of certainty that the Applicant has put in a correct claim. In the event that the Supplier and Applicant disagree with the calculation this should be referred to DESNZ. In the report the Supplier should also provide a rating of how confident they are in the Applicant being able to make accurate claims going forward.

An example of this is a check on duplicate claims being made from both sides of a commercial arrangement – where multiple parties are involved. The supplier will propose an adequate set of risk checks allowing the supplier to risk categorise each application, to identify errors and mitigating actions, and in cases of non-scheme-compliance, to identify fraud attempts.

The Supplier will therefore during the claim validity assessment update the fraud checks carried out as part of the company eligibility assessment, to include claims fraud risk. The output will follow the same format of the fraud checks conducted in the Level 1 eligibility checks.

7. Appeals

Appeals will be dealt with on a case-by-case basis. Any appeal in the first instance would be handled by DESNZ, if the applicant was able to provide evidence that we believe could change the outcome of previous decision we would reassess. If this required further assessment by the supplier, it would be at the discretion of DESNZ if this would be considered part of the Level 1 or Level 2 assessments, or additional work. Where the supplier was found to be at fault, as we would expect appropriate quality assurance (QA) to be carried out within Level 1 and Level 2/2+ checks, we would not authorise additional work payments. To make this assessment we would expect the supplier to provide to us, but not limited to, all evidence the applicant provided in their application, correspondence between the supplier and applicant, evidence of work carried out including quality assurance processes.

8. Comms and QA requirements

We expect Energy Providers to ask questions around their eligibility and how to be compliant with the rules set out in the statutory instrument (SI) when calculating the applicable relief amount.

Such queries will be directed to a dedicated DESNZ inbox and be triaged by DESNZ. Pre-application correspondence that relates to specific policy areas will be managed by DESNZ, the supplier will be expected to handle questions on the application process and once an application is received. Post-application queries will be sent to the Supplier, who will draft a response and respond to the applicant via the shared DESNZ NSC mailbox, with support from the DESNZ SME pool as required. This is demonstrated by the process map in *Figure .*

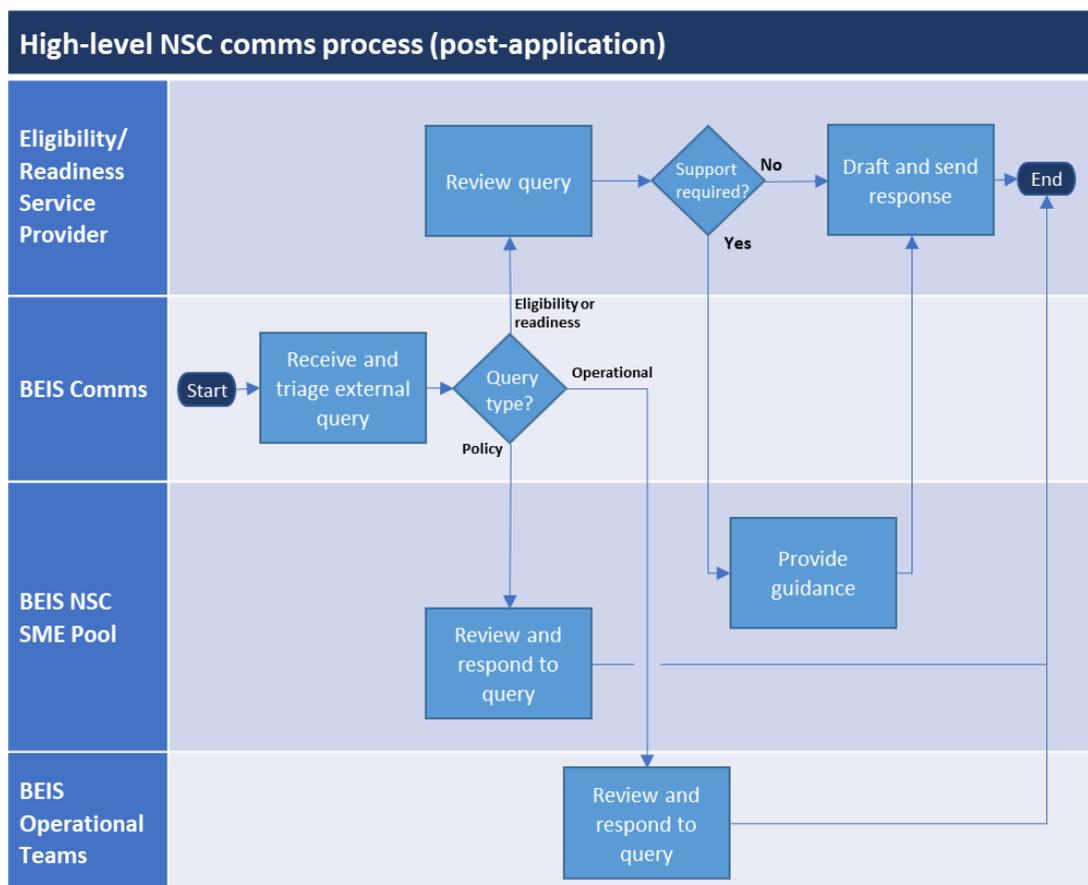


Figure 4. External post-application query management process

The definitions of the stated query types are as follows:

Query type	Definition
Eligibility	Queries relating to the eligibility of an applicant to the scheme. This could include queries relating to interpretation of policy regarding eligibility criteria and calculation of relief amount
Claim validity	Queries relating to claim validity
Policy	Relating to policy wording, definitions, suggested amendments, interpretation of policy content outside of eligibility criteria
Operational	Anything else relating to the scheme including items such as portal, claims, data and compliance

Before making an application, Energy Providers may require bilateral engagement to discuss potential eligibility. DESNZ requires the Supplier to be flexible in being available to attend such sessions with DESNZ colleagues as appropriate, since information discussed will most likely be very relevant to a future application and the Supplier may be required to be present to provide information on their post-application processes regarding eligibility and claims validity.

Post-application, part of information collection for eligibility and claim validity assessments will be bilateral sessions with applicants. The Supplier will identify the need for these sessions, set up and agree the agenda and lead the sessions, requesting DESNZ SMEs to be present where required as previously described.

9. Outputs

As outputs of the eligibility and claim validity assessments, the Supplier will produce the following:

- a. **Assessment and recommendation on eligibility by applicant** (i.e., recommendation to DESNZ on whether each applicant should be signed off as eligible).
 - i. This should present a combined view and recommendation of eligibility across both company legitimacy and energy eligibility for Energy Providers as the assessments are completed.
 - ii. It should also provide a RAG rating for fraud risks, highlighting any concerns.
 - iii. This will be in an Excel table form summarising recommendations referencing any relevant accompanying documents (e.g., documents evidencing recommendation), and a PowerPoint report summarising methodology and findings.
- b. **First Claim validity per eligible provider.**
 - i. This should present a view and recommendation of the First Claim Validity as the assessments are complete. Covering but not limited to relevant calculations, reasoning of the claim validity check per application, alongside the underlying information and data gathered.
 - ii. It should include an updated RAG rating for fraud risks, highlighting any concerns.
 - iii. This will be an add-on to the eligibility assessment summary, i.e., another set of columns in the Excel output, or a separate output, and a section in the PowerPoint report.
 - iv. Feedback will also be provided to each provider that has submitted a first claim validity.

10. Reporting

As part of continued contract management and review the Supplier will produce the documents as set out throughout this document and in particular but not limited to section 11 & 12 of this specification.

Weekly Progress reports on applicant eligibility Level 1/1+ checks and claim validity Level 2/2+ checks- to include, but not limited to the number and details of

- a. **Applicant Eligibility Check (Level 1 and 1+) progress report**
 - i. New applications / enquiries.
 - ii. Numbers and details of eligibility checks (Level 1 and 1+) commenced but not completed, with progress update / details of issues arising.
 - iii. Numbers and details of eligibility checks (Level 1 and 1+) completed,

- iv. Summary of progress / trends / issues arising.
- v. Supplier to demonstrate that all reasonable efforts are being made to progress all eligibility checks (Level 1 and 1+) as quickly as possible to meet all required delivery timescales.

b. First claims validation (Level 2 and 2+)

- i. New claims validation exercises commenced (Level 2 and 2+)
- ii. Numbers and details of claims validation exercises (Level 2 and 2+) commenced but not completed, with progress update / details of issues arising.
- iii. Numbers and details of claims validation exercises (Level 2 and 2+) completed,
- iv. Summary of progress / trends / issues arising.
- v. Supplier to demonstrate that all reasonable efforts are being made to progress all claims validation exercises (Level 2 and 2+) as quickly as possible to meet all required delivery timescales.

11. Service Levels and Key Performance Indicators

Service Levels and key Performance Indicators are detailed within Call-Off Schedule 14 (Service Levels) and noted below.

Note: Service Levels and KPIs are in draft may be altered by the Buyer as required to reflect necessary operational requirements post contract award and prior to contract signing.

Service Levels						Service Credit for each Service Period *
Key Indicator	Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold			
			Red	Amber	Green	
Delivery – Applicant Eligibility Check (Level 1 and 1+)	Supplier to deliver a weekly report as detailed within 9(a)	To be delivered and reviewed weekly in progress meetings.	Exceeds the weekly delivery deadline by 3 working days or more.	Exceeds the weekly delivery deadline by 2 working days or more.	Meets the weekly delivery deadline.	2% Service Credit gained for each day the weekly delivery deadline is missed under this Service Level Performance Measure
Delivery – First claims validation (Level 2 and 2+)	Supplier to deliver a weekly report as detailed within 9(b)	To be delivered and reviewed weekly in progress meetings.	Exceeds the weekly delivery deadline by 3 working days or more.	Exceeds the weekly delivery deadline by 2 working days or more.	Meets the weekly delivery deadline.	2% Service Credit gained for each day the weekly delivery deadline is missed under this Service Level Performance Measure.
Data Collection, Management Information and Reporting	Manage the timely completion of reports to DESNZ as set out in Section 12 Contract Management and Review.	Performance will be tracked weekly / monthly based on agreed methodology & timings, as set-out within Section 12 below.	Exceeds the deadline agreed between the Supplier and BEIS, as set-out within Section 12 below, by 3 working days or more.	Exceeds the deadline agreed between the Supplier and BEIS, as set-out within Section 12 below, by 2 working days or more.	Meets the deadline agreed Between the Supplier and BEIS as set-out within Section 11 below.	2% Service Credit gained for each day the weekly delivery deadline is missed under this Service Level Performance Measure.
Risk Management/non-compliance evidence log	<p>The supplier will identify risks in delivering the scheme to the agreed milestone schedule and notify BEIS during weekly review meetings.</p> <p>The supplier will maintain a risk log on each relevant scheme on those risks of fraud, gaming etc. Each risk to have a named owner and mitigation actions.</p>	This will be measured on a monthly basis at project governance reviews.	Risk Log not maintained on regular basis, with mitigations & updated regularly to reduce any risks.		<p>Risk Log maintained on regular basis, with mitigations & updated regularly to reduce any risks.</p> <p>Supplier is encouraged to report risks to the Department as and when they become apparent, together with proposed mitigation</p>	2% Service Credit gained for non-delivery under this Service Level Performance Measure.
Social Values	Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.	This will be measured on a monthly basis at project governance reviews.	Performance against the metrics is not provided on a regular basis.	Performance is tracked but progress is absent or inconsistent &/or lack of evidence to substantiate.	Performance is tracked and there is a clear improvement against the metrics which can be evidenced.	2% Service Credit gained for non-delivery under this Service Level Performance Measure.

	<p>Measurable performance against the metrics below:</p> <ul style="list-style-type: none"> • Start-ups • SMEs • VCSEs • Supply chain engagement index (e.g., Net promoter score from supplier feedback surveys) 	<p>Details of Supplier submissions, methods and frequency of measurements to be agreed with the supplier.</p>				
Continuous Improvement	<p>Delivery against cost-efficiency continuous improvement initiatives</p>	<p>An updated Continuous Improvement Plan to be issued at least once every 3 months (per quarter) as a minimum and as in line with Call-Off Schedule 3 (Continuous Improvement).</p> <p>This Service Level Performance Measure shall be measured quarterly.</p>	<p>An updated Continuous Improvement Plan is not issued at least once every 3 months (per quarter) as a minimum and as in line with Call-Off Schedule 3 (Continuous Improvement).</p>		<p>An updated Continuous Improvement Plan is issued at least once every 3 months (per quarter) as a minimum and as in line with Call-Off Schedule 3 (Continuous Improvement).</p>	<p>2% Service Credit gained for non-delivery under this Service Level Performance Measure.</p>
Appeals – Supplier Performance	<p>Energy Supplier Appeals.</p> <p>Where an appeal made by an Energy Supplier is upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from the poor performance of the Supplier,</p>	<p>Supplier to provide a monthly update on appeals for review by the Department.</p> <p>Where an appeal made by an Energy Supplier is upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from the poor performance of the Supplier, this will be considered a fail under</p>	<p>Where one or more appeal/s made by an Energy Supplier are upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from poor performance of the Supplier, this will be considered a fail under this Service Level Performance Measure.</p>		<p>Where no appeals made by an Energy Supplier are upheld and where it can be reasonably demonstrated that the issue being raised under the appeal results from the poor performance of the Supplier,</p>	<p>2% Service Credit gained for each upheld appeal in a monthly period, where it can be reasonably demonstrated that the issue being raised under the appeal results from poor performance of the Supplier, under this Service Level Performance Measure.</p>

		this Service Level Performance Measure.				
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*** Note that the total Service Credit value in any single monthly period shall not exceed 10% of the average of the last three months actual invoice value.**

12. Contract Management and Review

Document	Content	Pro-vided by	Pro-vided to	Frequency
Delivery of milestones	The supplier will deliver against key milestones to be finalised at the mobilisation stage.	Report produced by Supplier	To the Department	To be reviewed weekly in progress meetings.
Applicant eligibility reports.	As set out in 9(a) of the specification	Report produced by Supplier	To the Department	As each supplier eligibility assessment are completed.
Claims validity reports.	As set out in 9(b) of the specification.	Report produced by Supplier	To the Department	As each supplier eligibility assessment are completed.
Applicant Eligibility Check (Level 1 and 1+) progress report	As set out in section 10(a)	Report produced by Supplier	To the Department	Weekly
First claims validation (Level 2 and 2+) progress report	As set in section 10(b)	Report produced by Supplier	To the Department	Weekly
Additional Work	Requests for additional work including justifications.	Request produced by supplier	To the Department	Ahead of any additional work.
Work Order Summary Report	Supplier to record all changes / additions agreed between supplier and DESNZ.	Report produced by Supplier	To the Department	As and when raised.
Additional work charges	Supplier will provide a spreadsheet showing all charges against the contract for the month of reporting and for the contract to date. DESNZ will review and confirm to the Supplier approval to raise an invoice.	Report produced by Supplier	To the Department	Monthly. To be received by the Department 5 days in advance of Supplier raising an invoice.
Contract Obligations Status	The Supplier shall monitor and report on all contract deliverables by way of maintaining a list of deliverable items with regular update comments.	Provided by the Supplier	To the Department	Monthly
Contract Management Review Meetings	To discuss all contractual commitments (deliverables, progress, issues etc)	Supplier / Buyer Meetings	As regularly as reasonably required and no less than one per month.	As regularly as reasonably required and no less than one per month.
Exit documentation	As set out in section 9.4	Provided by the Supplier	To the Department	At end of contract

13. Pricing

The total value of the contract is up to £4 million. The budget has been further broken down due to the uncertainty around the number of expected claims and their complexity as follows:

Mandatory costs have been separated out from the operational costs as the Department recognises that these are largely fixed costs and are difficult to incorporate them into the operational costs efficiently.

The operational costs have been broken down into four tiers; 1-50, 50-100, 100-300, 300+ recognising that the potential spread of cases makes it difficult to give accurate pricing. The Department would expect the initial costs to be higher as the supplier develops their understanding of the Eligibility Assessment and Claim Validity process, and as the number of assessments/claims increases costs to drop not only due to the supplier developing a better understanding of the process, but also due to increasing economies of scale. For each tier the supplier shall provide a fixed price per Level 1 assessment checks and Level 2/2+ claim validity. The Department will provide payment per assessment and claim validity check.

The Department also recognises that in extraordinary cases there will be additional work required within contract scope, the Department envisages this will largely be, but not limited to, Level 1+ Assessment checks. These would be covered by the time and material costs; any spend under time and material would require pre-approval via the Work Order Spend Approval Process, a draft of which can be found in **Annex 1 _Work Order and Payment Process**.

Bidders are to note that there is no guaranteed minimum activity under this contract with the exception of cost related to mandatory activities. Mandatory costs are capped at £300,000 bidders are reminded that the mandatory costs still impact the price evaluation.

14. Continuous improvement

In relation to cost savings and efficiencies, the Authority will set an ongoing obligation on the Contractor throughout the Contract Period to identify potential improvements to the provision of the Services with a view to reducing the Authority's costs (including the Contract Charges). Bidders are expected to identify potential savings for fixed or variable costs in Document 4 – Pricing Schedule. Any cost savings in excess of those identified in this Pricing Schedule shall be reinvested in the delivery of the Services. Further detail is included in call off schedule 14.

15. Exit Strategy

We would expect the supplier to exit the contract in an orderly fashion and provide, but not limited to, the following exit documentation-

- c. Lessons learnt
- d. Close off documentation,
- e. Any handover of process documents.

16. Document and Information Storage and Retention

The Department will own all outputs relating to all contract Deliverable unless otherwise agreed with the Supplier, to be used and shared by the Department as required relating to all contract deliverables and in the operation of all relevant schemes.

The supplier shall maintain a database of all documentation (the “Scheme Document Database”) and relevant communications (with the Buyer and also with the energy suppliers) relating to this contract and all contract deliverables. The Department shall retain ownership off all content stored within the Scheme Documentation Database and will retain copies of the database within the Department systems at all times or as required, to include retention post contract expiry or termination. The Supplier shall ensure that the Scheme Document Database is up to date on a monthly basis.

The supplier is also entitled to retain a copy of the Scheme Document Database and relevant communications relating to this contract and all contract deliverables, for their own accounting purposes.

The documentation to be stored within the Scheme Document Database shall include, but not be limited to:

- Relevant communications with the energy suppliers, to capture all key points of discussion and data retention.
- Relevant communications with the Department, to capture all key points of discussion, decisions made, and instructions issued to the Supplier by the Department.

17. Glossary

Glossary

Term	Definition
NSC	Non-standard case
Energy Supplier	Company that provides energy supplies or services to a customer in the market
Supplier	External service provider of eligibility and claims validity assessment to DESNZ
VWAP	volume-weighted average price
GSP	Government Supported Price
Relief payment	Grant amount
QEP	Qualifying Energy Provider
EBRS	Energy Bill Relief Scheme
EBDS	Energy Bill Discount Scheme
DESNZ	Department for Energy Security and Net Zero
SME	Subject Matter Expert

Annex 1: Work Order and Payment Process

Content:

1. Work Order Spend Approval Process
2. Pricing and Payment

1. Work Order Spend Approval Process

1 Definitions

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

"Work Order"	means the completed work order details in the form appended to Appendix 3 which is prepared by the Buyer and is based on the Work Order Request;
"Work Order Request"	means a completed Work Order Request in the form appended to Appendix 2 below and as referenced in Clause 3 below;
"Work Order Services"	means any services which under this Call-Off Contract are to be provided on a time and materials basis under the Work Order (which for the avoidance of doubt shall not include any work which falls under the Fixed Price element of the Services).

2 Identification of the requirement for Work Order Services

- 2.1 When a possible requirement for Work Order Services to be carried out by the Supplier is raised by either Party, the Parties agree to meet to discuss the requirement in detail.
- 2.2 The Parties shall (each acting reasonably) agree whether the required services:

- (a) are Work Order Services; and
- (b) are within the scope of the Call-Off Contract and the Framework Contract with the reference number [x].

2.3 Where the Parties are unable to reach an agreement under Clause 2.2 above, the dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

2.4 Where Parties reach an agreement under Clause 2.2. above and the Buyer determines (in its sole discretion) that the Work Order Services are required, the Parties agree to follow the process in this Call-Off Schedule 5 (Pricing Details).

3 Raising of Work Order Request

3.1 Subject to Clause 2 above, the Supplier shall submit a Work Order Request to the Buyer within [two (2)] Working Days of the confirmations provided in Clause 2.2 above which shall include the following information:

- (a) detailed scope and deliverable outcome for the Work Order Services;
- (b) a detailed quotation for the services to be provided under the Work Order which shall include:
 - (i) the number of Supplier staff required;
 - (ii) the number of days and/or hours required to be undertaken by the Supplier's staff to deliver the Work Order Services;
 - (iii) the daily and/or hourly rates (which for the avoidance of doubt shall be in accordance with the Rate Card for Time and Materials listed above) based on the appropriate Supplier Staff required to complete the Work Order Services; and
 - (iv) the total price for the Work Order Services; and
- (c) the proposed delivery date for the completion of the Work Order Services.

3.2 The Supplier shall submit any Work Order Request in accordance with Clause 3.1 above to the appropriate Buyer approval level based on the total price for the Work Order request which is detailed in Appendix 1 (Work Order Approval Levels). To the extent that the appropriate person is not available to approve the Work Order Request, the Supplier shall seek a higher level of approval. The Buyer's Contract Manager may amend the Work Order Approval Levels on written notice to the Supplier from time to time.

4 Buyer Approval of the Work Order Request

4.1 The Buyer shall review all details of the Work Order Request, and confirm to the Supplier:

- (a) whether the scope of the Work Order Services is correct and provides sufficient detail to allow the Work Order Services to be completed in accordance with the Buyer's requirements;

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- (b) whether a full and detailed quotation is provided and that the Buyer accepts the Supplier's quotation;
- (c) whether it accepts the proposed delivery date for the completion of the Work Order Services;
- (d) (referring to its version of the Purchase Order Control Summary which is contained in Appendix 5 and is required to update in accordance with Clause 7) that the Buyer has sufficient budget remaining under the Call-Off Contract in respect Work Order Services; and
- (e) that the Buyer's internal approval has been provided at the correct level as detailed within Appendix 1.

4.2 Where the Buyer does not agree with the details provided in the Work Order Request the Supplier shall consider the Buyer's comments and submit a revised Work Order Request within [two (2)] Working Days.

5 Issuing of Work Order and Work Order Number

5.1 Where the Buyer is satisfied with the Work Order Request submitted by the Supplier under Clause 4 above, the Buyer shall issue a Work Order and Work Order number, referencing the relevant Work Order Request.

5.2 The Buyer shall maintain a record of completed Work Orders in the form of the Purchase Order Control Summary contained in Appendix 5. Each Party shall update this following the Supplier's issuance of an approved invoice in accordance with this Clause 7.

6 Approval of completed services under the Work Order

6.1 The Supplier shall complete all Work Order Services in accordance with this Call-Off Contract and the Work Order. The Buyer shall measure all aspects of the delivery of the services provided under the Work Order to ensure that the Deliverables have been provided in accordance with the Call-Off Contract and in the agreed timescales.

6.2 For the avoidance of doubt, the Suppliers the total price for the Work Order Services provided in accordance with Clause 3.1(b)(iv) above shall be capped at such amount and the Supplier shall not be entitled to any payment in excess of this amount unless agreed between the Parties through the submission and approval of a further Work Order Request.

7 Invoicing and Statements

7.1 The Supplier shall issue the invoices and the Buyer shall process and pay all approved invoices in accordance with Clause 4 of the Core Terms.

7.2 The Parties agree to each maintain a record of completed Work Orders in the form of the Purchase Order Control Summary contained in Appendix 5. Each Party shall update this following the Supplier's issuance of an approved invoice in accordance with this Clause 7.

Schedule 0Appendix 1 – Work Order Approval Levels (Buyer Internal)

Time & Material Spend Approval Process – Approval Levels				
Approval Level	SPEND (up-to)	Sign-Off Required: (Title)	Sign-Off Required: (Name)	E-Mail:
Level 1	Spend up to £[to insert] – TBD			
Level 2	Spend up to £[to insert] – TBD			
Level 3	Spend up to £[to insert] – TBD			

Schedule 1 Appendix 2 – Work Order Request

Work Order Request (please use / insert additional documents as required).

Work Order Request (for Time and Materials Spend Instruction and Approval)	
Contract and Supplier Details:	[insert here]
Title of Work Order Request:	[insert here]
Date of Work Order Request:	[insert here]
Work Order Initiated by:	[insert here]
Details of services to be provided under this Work Order and agreed outcomes. To include full scope, impact, benefits, value and all deliverables under the proposed Work Order.	[insert details or reference documents as required]
Full Quotation	[Insert here (The quotation shall include details of the number of days / hours required to be undertaken by the Supplier staff to deliver the Work Order services multiplied by the day hourly rates as detailed within contract Call Off Schedule 5 (Pricing Details), for the seniority and number of staff required.)]
Delivery Timeline	[insert here]

Schedule 2 Appendix 3 – Work Order

The following template to be used for the issuing of an approved Work Order.

Work Order (Time and Materials Spend Instruction and Approval)	
Contract and Supplier Details:	[insert here]
Work Order Number:	[insert here]
Title of Work Order:	[insert here]
Date of Issue of Work Order:	[insert here]
Work Order Request:	[Insert title / date / reference of Work Order Request and attach Work Order Request to this Work Order]
Work Order Initiated by:	[insert here]
Work Order Approved by: <i>(Buyer's Internal Approval)</i>	[insert here]
Work Order Services:	[Insert details of all services to be provided under this Work Order, detailing the required outcomes]
Work Order Quotation	[insert full quotation]
Delivery Timeline:	[insert here]
Buyer Approval of Work Order	[confirm all approval details]

Schedule 3 Appendix 4 – Work Order Control Summary

Time & Material Spend Approval – Work Order Control Summary											
Work Order:	Date W/O instructions issued:	Brief Description:	W/O Work Forecast Completion Date:	Supplier Quotation:	W/O Buyer Approval (Approver name):	W/O Buyer Approval Date:	W/O Work Completed (date)	Buyer work sign-off (name):	Buyer work sign-off (date):	Invoice Value:	Invoice Approval Date:
001	x/x/x	xxx.	x/x/x	£xxxxxx	EF	x/x/x	x/x/x	xx	x/x/x	£xxxxxx	x/x/x
002											
003											

Schedule 4Appendix 5 – Purchase Order Control Schedule

Purchase Order Control Schedule			
Contract and Supplier Details	[insert here]		
Purchase Order (Title, Date, Number & Value)	[insert PO title and date]	[insert PO number]	Initial Value: £xxxxxxx (ex VAT)
Invoices paid against PO:	Invoice Date	Invoice Value (ex VAT)	Purchase Order Available Balance
Invoice Raised and Approved: [insert details]	[insert invoice date]	[insert invoice value]	£xxxx [balance as at – insert date]
Invoice Raised and Approved [insert details]	[insert invoice date]	[insert invoice value]	£xxxx [balance as at – insert date]
Invoice Raised and Approved [insert details]	[insert invoice date]	[insert invoice value]	£xxxx [balance as at – insert date]
Invoice Raised and Approved [insert details]	[insert invoice date]	[insert invoice value]	£xxxx [balance as at – insert date]

Schedule 22 – Pricing and Payments

4 Pricing and payments

4.1 For each monthly billing cycle, the following process shall be followed by both Parties:

(a) The Supplier shall by no later than 17.00 (UK time) on the second last working day of the relevant month, provide to the Buyer a best estimate of any Deliverables which are:

- (i) Fixed Price Charges; and
- (ii) outside of the Fixed Price Charges,

that the Supplier will have properly incurred for the relevant monthly period.

(b) The Supplier shall no later than [2] working days following the end of the relevant monthly period provide to the Buyer a statement detailing the Deliverables in 4.1(a)(i) to 4.1(a)(ii) above provided in the previous month together with a detailed breakdown of the Deliverables provided and a detailed breakdown of the costs for each element of the Deliverables and justification for the costs incurred in accordance with Clause 4.1(b) below (the "**Financial Statement**").

(c) The Financial Statement shall include but not be limited to the following information:

- (i) a comprehensive summary of the Deliverables provided (1 page (indicative));
- (ii) the total price for the Deliverables completed in the relevant month compared against the total price for the Work Order;
- (iii) a breakdown of the cost incurred based on:
 - (A) each element of the Deliverables; and
 - (B) the time incurred (days/hours) by each job title of the Supplier's personnel with reference to their rate on the Rate Card for Time and Materials.

(d) The Buyer shall review and respond to the Financial Statement within [5] Working Days of receipt to confirm that the Deliverables detailed within the Financial Statement:

- (i) have been supplied to the Buyer to an acceptable standard in accordance with Call-Off Schedule 14 (Service Levels);
- (ii) are within the agreed costs signed off by the Buyer prior to commencement of the Deliverables;
- (iii) are in line with any relevant instructions provided by the Buyer;
- (iv) are within the scope of this Agreement; and
- (v) either:
 - (A) provide approval for an Invoice to be raised; or

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- (B) ask for further details or adjustments as required and thereafter both Parties shall respond in a prompt manner, both acting reasonably in the provision of further details or agreeing any adjustments and to the extent that the Parties cannot agree on the further details or adjustments the Parties shall refer the issue to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- (e) The Supplier shall ensure timely billing for the previous month and shall ensure that invoices for Deliverables are raised in the subsequent month to which the Deliverables were rendered or the expense incurred in accordance with this Clause 4.
- (f) Following the Buyer's approval of the Financial Statement in accordance with Clause 4.1(d) above, the Supplier shall raise an Electronic Invoice in accordance with this Clause 4 and submit the invoice by email to finance@services.uksp.co.uk. A copy of the invoice must also be provided by email to the Buyer's Contract Manager.
- (g) The Buyer's Contract Manager shall be responsible for arranging the Buyer's approval of invoices with final approval being given in collaboration with the Buyer's operational team.
- (h) The Buyer's Contract Manager shall share a copy any approved invoices with the Buyer's Finance Business Partner.



Crown
Commercial
Service

RM6188 A&AS Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
- (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

2.9 To the extent consistent with the requirements of any Law, CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

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

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects. Notwithstanding the foregoing, it is acknowledged that professional advice and reports will only be warranted as accurate as at the date of the report.

3.2 Goods clauses

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

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

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

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

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

3.2.6 The Supplier must deliver the Goods on the date and to the specified location

during the Buyer's working hours.

- 3.2.7** The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8** All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9** The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10** The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11** The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12** The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1** Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2** The Supplier must cooperate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3** The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4** The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5** The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6** The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7** The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement

unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

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

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

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

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavours to

ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.

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

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

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

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

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

7. Supplier staff

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

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

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

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

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

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

7.6 The Buyer agrees that it shall give the Supplier reasonable notice if it intends to make an offer of employment to any Supplier Staff whose employment by the

Buyer would lead to the Supplier being unable to provide the Deliverables in accordance with the requirements of any Law.

8. Rights and protection

8.1 The Supplier warrants and represents that:

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

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

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

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

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

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

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

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

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the

Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use the Supplier's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
- (b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Seller. The Seller gives the Buyer a perpetual, royalty-free, irrevocable, transferable worldwide licence to use any New IPRs created under the Contract.

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

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

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

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

- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

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

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

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

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

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

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

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

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

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

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;

- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

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

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where

the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and cost schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

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

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

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

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

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

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

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each

Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

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

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

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

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

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

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

13. Insurance

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

14. Data protection

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

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

14.3 The Supplier must make accessible back-ups of all Government Data.

- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) unless otherwise required by Law, must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1 Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
 - (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
 - (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it

receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

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

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of

the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

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

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

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

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

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

- (a) provides a Force Majeure Notice to the other Party; and

- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority. The Relevant Authority agrees that before making any assignment, novation or transfer it will provide the Supplier with reasonable notice to allow it to comply with any requirements which may apply to it under any Law.

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

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

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

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

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

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

24.2 The Supplier must provide an Impact Assessment either:

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

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

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

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

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

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

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

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

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary

- when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

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

27.2 The Supplier must during the Contract Period:

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

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

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

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

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;

- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

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

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

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

29. Health and safety

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

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

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

30. Environment

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

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

31. Tax

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

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

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

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

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

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

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

32. Conflict of interest

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

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

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

33. Reporting a breach of the contract

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

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

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

34. Resolving disputes

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

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

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

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

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

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if

the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

35. Which law applies

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