

C29074

Support and Development Services to the Core Delivery Platform (CDP)

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

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **16th June 2021 to 14th March 2026** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [RM6100 Technology Services 3](#). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

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

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.
13. [Call-Off Terms](#)

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

- .1.1 the Framework, except Framework Schedule 18 (Tender);

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

Section A

General information

Contract Details	
Contract Reference:	C29074
Contract Title:	Support and Development Services to the Core Delivery Platform (CDP)
Contract Description:	Support and Development Services to Defra's internal developer platform: the Core Delivery Platform (CDP).
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	this £19,500,000.00
Estimated Year 1 Charges:	£9,750,000.00
Commencement Date: this should be the date of the last signature on Section E of this Order Form	23rd May 2025

Buyer details
Buyer organisation name The Secretary of State for Environment, Food and Rural Affairs
Billing address Your organisation's billing address - please ensure you include a postcode Nobel House 17 Smith Square London SW1P 3JR
Buyer representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. CC [REDACTED]
P37316

Supplier details**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement
esynergy Solutions Limited

Supplier address

Supplier's registered address
New London House, 6 London Street, London EC3R 7LP

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

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

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

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

RM6100- AQB3d

Guarantor details

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

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

1. OPERATIONAL SERVICES

d: Application and Data Management

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Initial Term Months
24 months

Extension Period (Optional) Months
Not Applicable

Minimum Notice Period for exercise of Termination Without Cause

6 months
(see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Any Defra office or via UK based remote working as agreed between the Parties.

Supplier Premises:

Any esynergy office or via UK based remote working as agreed between the parties

Third Party Premises:

Not Applicable

Buyer Assets

Not Applicable

Additional Standards

See Attachment 1 – Services Specification

Buyer Security Policy

See Attachment 1 – Services Specification

Buyer ICT Policy

See Attachment 1 – Services Specification

Insurance

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

Third Party Public Liability Insurance (£) - [REDACTED]

Professional Indemnity Insurance (£) – [REDACTED]

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Not Applicable

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance

The Call-Off Terms for this Call-Off contract contain a bespoke Governance Schedule inserted at Call-Off Schedule 7 below.

Change Control Procedure – Option Part A or Part B

Part B – Long Form Change Control Schedule	
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The Part selected above shall apply to this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £10,000.00; and
- for the purpose of Paragraph 8.2.2, the figure shall be £25,000.00.

Section C

Part A - Additional and Alternative Buyer Terms

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

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

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	The Call-Off Terms for this Call-Off contract contain a bespoke Security Requirements Schedule inserted at Call-Off Schedule S3.
S4: Staff Transfer – parts C and E only	<input checked="" type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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

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

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>

Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

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

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

Additional Schedule S3 (Security Requirements)

No additional information required.

Additional Schedule S4 (Staff Transfer)

No additional information required.

Additional Clause C1 (Relevant Convictions)

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

To be agreed between the Parties if required.

Additional Clause C3 (Collaboration Agreement)

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

Not Used.

Section D Supplier Response

Commercially Sensitive information

The Supplier's proposal for the Service is included below. The Parties agree that the entirety of this Section D is classified as Commercially Sensitive Information.

OFFICIAL

[REDACTED]ight for our clients.

OFFICIAL

Section E

Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Supplier_Signature

For and on behalf of the Buyer

Buyer_Signature

Attachment 1 – Services Specification



Support to the Core Delivery Platform (CDP)

Services Specification

Contents

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[Annex A – TEMPLATE - Statement of Work for Digital Outcomes](#)

1 Definitions

In this Services Specification, the following definitions shall apply:

Access Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Architecture Artefacts means a collection of artefacts that describe a service's fundamental organisation, embodied in its components, their relationships to each other and to the environment, and the principles guiding its design and evolution.

Availability shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Availability Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Availability Plan shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Capacity shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Capacity Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Capacity Plan shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

CDP Onboarding Tenant Service Process means the process developed and applied by the Supplier to meet the requirements of the Buyer to onboard new services. It includes all the required activities to bring applications (both new and existing) into the Supplier's support model, including application profiling and application documentation.

CCoE means the Cloud Centre of Excellence function in DDTS.

CCTS means the Cross Cutting Technical Services function in DDTS.

Change Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Configuration Items shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Configuration Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Configuration Management Plan means the plan provided and maintained by the Supplier in support of 'Configuration Management' (as further described in the ITIL glossary and abbreviations updated July 2011).

Configuration Management System or **CMS** shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Continual Service Improvement or **CSI** shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Continuous Delivery means the software delivery approach predicated on short development cycles which ensures the software can be successfully deployed into production at any time.

Core Delivery Platform (CDP) is the Buyer's self-service developer platform aimed at providing a collection of guidance, tools, technologies, and practices to accelerate delivery, assure quality, and simplify the running of digital services.

Critical Patches means all applicable patches that the Buyer would expect the Supplier to apply in accordance with their categorisation set out in Paragraph 9.3 of) to Schedule S3 (*Security Requirements*).

Critical Vulnerabilities means a zero-day vulnerability which is one that was previously unknown or unaddressed by a supplier/vendor and is being, or could be, actively exploited 'in the wild'. If the vendor has only recently been made aware of the vulnerability, an official patch or update to fix the issue may not yet have been released, but a workaround may, however, be available.

Defra means the Department for Environment, Food & Rural Affairs a UK government department, including any of its successors or assigns.

Demand Management means the body responsible for understanding the Buyer's demand for the Services.

Device means any physical hardware used in the delivery of Core Defra Group Services.

Disaster Recovery means the process of restoration of the Services by the implementation of the Disaster Recovery Plan.

Domain Name Service or **DNS** means a hierarchical decentralised naming system for computers, services, or any resource connected to the internet or a private network.

Enterprise Management Toolset means a set of tooling capabilities that enable governance, management and security of the IT services delivered to the Buyer.

Event shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Event Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

First Contact Resolution means the instance when a Service Request or Incident is fulfilled or resolved to the satisfaction of the End User at first line Support without the involvement of Resolver Groups.

First Level Support Supplier means the 1st level service support provided by the Service Desk Supplier.

Horizon Scanning means a technique for detecting early signs of potentially important developments through a systematic examination of potential threats and opportunities, with emphasis on new technology and its effects on the issue at hand.

ICT means Information and communication technologies (ICT), which is a diverse set of technological tools and resources used to transmit, store, create, share or exchange information.

ICT Environment means any ICT systems environment (consisting of hardware, software and/or telecommunications networks or equipment) connected with the provision of the Services including Live Environments and Non-Live Environments.

Interface means a boundary across which two independent systems can communicate with each other and share data.

IT Roadmap means a time-based plan that defines where a business is, where it wants to go, and how to get it there in relation to IT. It is a visual representation that organises and presents important information related to future IT plans.

IT Service Continuity or **ITSC** shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

ITIL means the Information Technology Infrastructure Library which is a framework designed to standardize the selection, planning, delivery, maintenance and overall lifecycle of IT services within a business with the goal to improve efficiency and achieve predictable service delivery.

Key Management Services means the process of administering or managing cryptographic keys for a cryptosystem. It involves the generation, creation, protection, storage, exchange, replacement and use of said keys.

Knowledge Management means to organise, create, capture or distribute knowledge that is useful and relevant to services and service management processes and ensure its availability for users.

Known Error shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Known Error Database shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Live Environment means any ICT Environment used by Core Defra Group Suppliers, Former Suppliers or Other Suppliers to provide services related to the Core Defra Group Services to End Users.

Major Incident Management means the process used to manage and communicate high-impacting faults which require additional attention and focus. The Service Desk Supplier shall facilitate this process. If an Incident has become a Major Incident, then it will be flagged as such in the Buyer's ITSM Toolset and the Incident Management process will be initiated by the Service Desk agent. The Service Desk agent will inform the Service Desk shift manager about the Major Incident and the Service Desk shift manager will run the initial stage of the Major Incident in accordance with the Buyer's Incident Management Policies and Processes.

Major Incident shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Minor Enhancement means application enhancements that do not fundamentally alter the structure or core functionality of an application, and can typically be completed in less than ten (10) Resource Days of effort, and include the characteristics set out in the table at Paragraph **Error! Reference source not found.**.

Non Functional Requirement or NFR means a requirement detailed in paragraph 4 of this Services Specification. NFRs are a standard set of requirements applied across the Buyer's supply base.

Operational Readiness Reviews means a detailed examination to ensure the Supplier is operationally ready to support and deliver the necessary Services, including integrating them with Other Core Defra Group Suppliers services as required, at the relevant Operational Service Commencement Date.

Other Supplier means any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time.

Patterns of Business Activity or PBA shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Platform means the combination of a system Device and its associated Software, together providing an environment in which Software can be executed.

Policies means formally documented management expectations and intentions, which are used to direct decisions, and to ensure consistent and appropriate development and implementation of processes, standards, roles, activities and IT infrastructure, as set out in this Services Specification.

Public Key Infrastructure means a service for the creation, management, distribution, issuing, storage, archiving, retrieval, validation, revocation and destruction of digital certificates for use in the delivery of Embedded User Equipment and other ICT services.

Release shall have the meaning as defined in the ITIL updated July 2011 (and for the avoidance of doubt, includes Updates);

Request for Change (RFC) shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Resolver Group means a group of appropriately qualified specialists who perform the resolution of Incidents, investigation of Problems and fulfilment of Service Requests.

Risk Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Root Cause Analysis shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Second Level Resolver Group means the Resolver Group that provides the second level in a hierarchy of support groups involved in the resolution of Incidents, investigation of Problems or fulfilment of Service Requests, and which has more specialist skills or more time or other resources than the Service Desk.

Service Asset (Hardware and Software) and Configuration Management means the process responsible for ensuring that the Assets required to deliver services are properly controlled, and

that accurate and reliable information about those Assets is available when and where it is needed. This information includes details of how the assets have been configured and the relationships between Assets.

Service Catalogue Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Service Delivery Lifecycle means a framework that structures the view around the lifecycle of delivering ICT change – that is within the context of different “Delivery Pathways” with their specific tasks and activities as recorded in Service Management Operating Model (SMOM).

Service Integration means a strategy designed to align the performance of the Other Core Defra Group Suppliers to work and operate together in the delivery of the Core Defra Group Services to End Users, and to ensure that the design, build, implementation, operation and decommissioning of IT services in the multi-vendor environment provides end to end services that satisfy both the users' and IT department's needs.

Service Knowledge Management System or **SKMS** shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Service Level Management means that service level management function which optimises the design, implementation and monitoring of Performance Indicators throughout the Term and will:

- () define appropriate Performance Indicators;
- () implement Performance Indicators and the required monitoring;
- () monitor, review and report on Performance Indicators;
- () provide a method of addressing any Performance Indicators breaches; and
- () instigate required service improvements.

Service Management shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

Service Validation means the service validation and testing function which is responsible for ensuring that end-to-end testing of new and / or changed applications and infrastructure has been completed before being introduced to the production estate.

SOC means the Buyer's Security Operations Centre which provides Cyber Security Protective Monitoring (PM) and Cyber Security Incident Response for services hosted in the Buyer Infrastructure.

Software Asset Management means a subset of Asset and configuration management processes that focuses on Software.

Statement of Work or “**SOW**” means the document which, upon execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and it outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion

date(s) and charging method(s). The SOW template is detailed at Annex A to this Services Specification;

SOW Charges means payments made in accordance with Schedule 2 (Charges and Invoicing) in respect of the supply of Deliverables agreed in Statements of Work

Tenant Service means software that provides functions which are required by one or more ICT service.

Tenant Service Development means the combined activities of computer programming, documenting, testing and bug fixing used in the primary implementation of software and Services.

Tenant Service Enhancement means the combined activities of computer programming, documenting, testing and bug fixing used to add functionality to existing software and Services.

Third Level Resolver Group means the Resolver Group that is the third level in a hierarchy of support groups which is responsible for the resolution of Incidents, investigation of Problems or fulfilment of Service Requests, and which has more specialist skills or more time or other resources than Second Level Resolver Groups.

Third Level Support means the support group that provides the third level in a hierarchy of support groups involved in the resolution of Incidents, investigation of Problems or fulfilment of Service Requests, and they are more expert resources than the Second Level Resolver Group.

Tuning SOC means supporting the SOC in reviewing the use cases and seeing if any need changes implemented to eliminate false positives. The Supplier will implement the agreed changes.

Workaround shall have the meaning as defined in the ITIL glossary and abbreviations updated July 2011.

2 Introduction

- 2.1 This Services Specification sets out the scope of the Services to be provided by the Supplier and provides a description of what each activity entails.
- 2.2 The Services comprise all activities associated with the continued management, support, maintenance, enhancement and development of the Buyer's Core Delivery Platform (CDP).
- 2.3 Not Used
- 2.4 Paragraph 3 sets out the requirements which consist of the key CDP Services and each service/requirement has a brief description which summarises its purpose, these comprise:
 - () CDP Service Management;
 - () CDP Service Support;
 - () CDP Service Maintenance, including Minor Enhancements;
 - () Technical Interfaces;

- () Management Obligation / responsibilities;
- () Security requirements; and
- () Social Value and Sustainability requirements.
- () CDP Service Enhancement;
- () CDP Service Development;
- () CDP On-boarding and Off-boarding of Tenant Service to CDP;

2.5 Paragraph 4 of this Services Specification sets out the Buyer's Non Functional Requirements ("NFRs") which the Supplier shall also be required to meet in provision of the Services.

2.6 The Buyer and Supplier may agree additional Deliverables by completing and executing a Statement of Works (in the form of the template Statement of Work in Annex A of this Services Specification). The agreed Charges for Statement of Work Deliverables shall be the "SOW Charges".

Buyer Teams

2.7 The Supplier shall work with a number of Buyer teams during the Term as described below:

2.7.1 Architecture, Data, Information and Innovation (ADII)

- () ADII identifies technology, data and information opportunities and oversees design, deployment and governance. They:
 - () handle data security and GDPR, and lead on data exploitation;
 - () respond to data and information rights cases; and
 - () promote effective data usage for decision making and operational efficiency, and share data and information across Defra group and with our partners and customers,

2.7.2 Group Infrastructure and Operations – DDTS

- () GIO manages the end to end delivery of DDTS services.
 - () GIO is accountable for adherence to IT Service Management policies, processes and procedures. Their teams include Service Strategy and Design; Service and Supplier Management; Service Infrastructure and Operations; Cloud Services and Common Platforms.
 - () Further details of GIO can be found within the Virtual Data Room (Draft GIO Reference Guide). The guide is undergoing a review which should be completed in early 2024.

2.7.3 Major Projects/application Development Partners

- () the Buyer has recently awarded three (3) application Development (AD) Contracts at £74m each over the next 2 – 3 Years. The Supplier may be required to on-board applications that have been developed by one of the Other Suppliers under the AD contracts during the Term.
- () The Supplier may be required on an ad hoc basis to work with the Other Suppliers in assessing and advising on the requirements should an application be required to be supported in a Live Environment at a later date during the Term.
- () Ensure collaborative ways of working are followed during any engagement with the Other Suppliers.

2.7.4 Cloud Centre of Excellence

- () The Cloud Centre of Excellence (formally the Cloud Service Centre) within Group Infrastructure and Operations (GIO) provides the Buyer with the means to deliver digital services and host key business applications in the public Cloud. As the amount of Cloud activity continues to increase, the Cloud Centre of Excellence (CCoE) continues to look after the relationships with key Cloud suppliers and manages the platforms and tools they provide, allowing the Buyer to leverage the benefits that the Cloud can deliver.
- () The CCoE consists of three delivery towers; the Cloud Business Office (CBO) which manages all aspects of project governance and channels work to our engineering teams, the Infrastructure Team which looks after the creation and hosting of Azure and AWS platforms, and the Cloud application Services Team who can assist in the consumption of key Microsoft 365 products and other cloud-based services.

2.7.5 1st Line Service/Help Desk

- () The Service Desk will play a significant role in supporting the Buyer's Service Management function to achieve its goal of ensuring a positive end user experience in delivering IT Services to Defra end users. They will achieve this by utilising the Buyer's ITSM toolset for incident management which provides a single knowledge portal, enhanced Service Desk contact methods for end users via web chat and self-serve portal, deliver first time fix incident resolution, monitor and respond to customer satisfaction, deliver continual service improvement and innovation, and maintain service performance during fluctuations in volumes to the service.

2.7.6 Hosting and Networking Services

- () The Buyer's overall hosting capability is currently provided through a hybrid model of physical Data Centres (DCs), Distributed Server Rooms (DSRs) and Azure/AWS tenancies in our CCoE. Supplier-owned Azure and AWS tenancies also contribute to this model. Atos are responsible for providing a physical Data Centre (DC) at Andover and two Digital Private Clouds (DPC), together with other hosting services, located at Andover and Crown Hosting Farnborough. Our Legacy applications Programme has been moving applications from the legacy hosting to Cloud hosting. The Supplier will

work closely with CCoE, the HAS (Hosting and Storage) supplier and, when awarded, the FHAS (Future Hosting and Storage) supplier in delivering their services

2.7.7 Security Operations Centre

- () The Security Operations Centre monitors the Buyer's IT infrastructure in order to detect cybersecurity events in real time and address them quickly.
- () The SOC sits in the Group, Infrastructure and Operations (GIO) department within the DDTS (Digital, Data and Technology Services) directorate. The SOC provides a Protective Monitoring and Cyber Security Incident Response service within Defra.
- () The Services that SOC provide are:
 - () A protective monitoring service for the Buyer's IT services, which is a control which contributes to improving the security posture of the organisation;
 - () SOC responds to security events in real time to detect any suspicious activity and carries out investigations to determine whether an Buyer system may have been compromised or whether Buyer systems may be under cyber attack;
 - () SOC acts as the SME and first responder for cyber security incidents (with a Cyber Incident Response Partner in support).

3 CDP Requirements

3.1 Service Category: Implementation

3.1.1 Implementation - General Requirements (70010101)

Implementation > Implementation - General Requirements

The Supplier is required to continue the development management and operation of Core Delivery Platform previously undertaken by through a different commercial contract. The table below sets out the obligations and requirements on the supplier:

Obligations

During Implementation, the Supplier shall:

70010101-30-IM	Continue to produce and maintain operating procedures and mechanisms, to monitor and control secure access to and from the CDP and associated data in accordance with the Baseline Security Requirements for Approval by the Buyer.
70010101-31-IM	Produce procedures which conform with the following documents, and obtain the Buyer's Approval of them, prior to the first Operational Service Commencement Date in accordance with the Detailed Implementation Plan: <ul style="list-style-type: none"> a) Access Management Policy and Access Management Process; b) Availability Management Policy and Availability Management Process c) Capacity Management Policy and Capacity Management Process d) Configuration Management Policy and Configuration Management Process e) Incident Management Policy and Incident Management Process

	f) DEFRA Group Security Policies g) IT Service Continuity Management Policy and IT Service Continuity Management Process; h) Service Level Management Policy and Service Level Management Process; i) Service Measurement and Reporting Policy and Service Measurement and Reporting Process;
70010101-39-IM	Provide to the Buyer a member of the Supplier Personnel who will act as a single point of contact for the management of ITSC Events and provide an escalation procedure with full contact details at each level.
70010101-40-IM	Provide to the Buyer a product roadmap for the continued evolution of CDP, that is updated on a bi-weekly basis.
70010101-43-IM	ensure all appropriate Implementation Services, procedures, information and key contracts and operating systems are known, documented, and understood by all staff assigned to the Contract.
70010101-44-IM	agree in writing with the Buyer any specific amendments to the Buyer Responsibilities.
70010101-45-IM	perform the Implementation Services in accordance with the Standards and governance and reporting obligations as set out in Schedule 7 (Governance).
70010101-46-IM	support the set up and establishment of the Buyer's governance arrangements as described in Schedule 7 (Governance) throughout the Term.
70010101-47-IM	maintain close and collaborative working with the Buyer.
70010101-48-IM	ensure that demands and disruptions to the Buyer are kept to a minimum.
70010101-49-IM	work in a flexible and timely manner to ensure the Buyer's priorities are met.

3.2 Service Category: Operational Services

3.2.1 Service Management (81020201)

application Development and Maintenance > Service Management

Service Management includes activities associated with the administration and management of the Core Delivery Platform including licence management, redundant functionality decommissioning and rationalisation, and Platform Service reporting.

Obligations

The Supplier shall:

81020101-01	identify and document CDP access rights, including environment access and Role Based Access to the platform and its functionality the Supplier shall submit their requirements to the Buyer within 5 Working Days of the Effective Date.
81020101-02	ensure that all Assets that support CDP are under current vendor or manufacturer support unless otherwise agreed by the Buyer. Where an Asset is out of vendor support, the Supplier shall agree with the Buyer appropriate treatments/actions.
81020101-05	ensure that appropriate support agreements and contracts are in place with relevant Sub-contractors to ensure CDP service support and service maintenance provision.
81020101-06	administer and manage the relationships with Sub-contractors.
81020101-07	request from the Buyer a list of all Software in use or anticipated to be in use as part of CDP (and licensed by the Buyer as at the Effective Date), including all licence information, within 30 Working Days of the Effective Date.

81020101-08	consolidate and maintain a master list of all Software and associated licences in use by the Supplier and by the Buyer in the delivery of CDP, in accordance with Schedule 9 (<i>Software</i>), and make this available to the Buyer in an electronic format (via the SKMS or other means).
81020101-09	<p>monitor the Software Licence in accordance with Schedule 9 (<i>Software</i>) to ensure that the Supplier is legally licensed to use all Software required for the delivery of CDP. In particular the Supplier shall confirm in a quarterly report to the Buyer:</p> <ul style="list-style-type: none"> a) the status of all such licences, highlighting key risks to the Buyer and proposing mitigating factors; b) whether or not each Party holds the correct licence type for each piece of Software; c) any required actions in relation to keeping all Software licences up to date and in line with the requirements to deliver the Services; d) the date from which any additional licence(s) may be required, the duration of any such licence(s) and the date on which any licence(s) needs to be renewed; e) the date following which any such licence(s) shall no longer be required; f) whether or not the terms/scope of all such licence(s) (e.g., number / type of users) are correct; and g) whether any changes are required to the support and maintenance arrangements relating to any such Software.
81020101-10	continuously manage and resolve any required actions in relation to keeping all Software licences up to date and in line with the requirements to deliver the Services.
81020101-12	make recommendations to the Buyer on a continuous basis on ways of improving the contractual arrangements of Software licences in terms of providing better value for money (e.g., use of frameworks, removal of duplication), and coordinate the implementation of any changes that are agreed with the Buyer.
81020101-16	identify opportunities for rationalisation and simplification taking input from the Buyer as appropriate. The Supplier shall submit such opportunities to the Buyer for review and Approval.
81020101-17	perform Approved rationalisation activities where possible.

3.2.2 CDP Tenant Service Readiness (81020201)

application Development and Maintenance > application Service Management > application Service Management

Application Service Management includes the following activities for CDP: managing the services and applications, assisting the Service Desk Supplier in providing first-contact resolution, maintaining FAQs and documentation, providing comprehensive application performance reporting, capacity management and reporting, runbook maintenance, recovery manual maintenance, performance tuning and application roadmap management.

Obligations*The Supplier shall:*

81020201-01	<p>populate the SKMS with data and information required to:</p> <ul style="list-style-type: none"> a) manage the Services and the applications; and b) assist the Service Desk Supplier in providing First Contact Resolution. <p>This information should include as a minimum:</p> <ul style="list-style-type: none"> i. tips, quick-fixes and other methods to resolve Incidents; ii. Known Errors and Workarounds; iii. Service Desk scripts; iv. FAQs; and v. strategy and architectural documents. vi. Knowledge champion to maintain their Knowledge Articles.
81020201-07	measure service performance of the Core Delivery Platform and provide this information to the Buyer in accordance with the reporting obligations set out in Schedule 3 (<i>Service Levels, Service Credits and Performance Monitoring</i>).
81020301-04	Create and maintain recovery manuals for all CDP services that are onboarded into the Supplier's scope, detailing activities required to recover the application and ensuring they always reflect the most current processes and provide to the CDP Service Owner.
81020301-06	<p>maintain and update CDP documentation set. The document set shall include, at a minimum:</p> <ul style="list-style-type: none"> a) requirements; b) architecture and design; c) technical documentation; and d) End User documentation.
81020301-07	Work with the Buyer to support the development of CDP roadmaps.
81020301-08	Conduct performance tuning, as required, to support CDP Platform.

3.2.3 Service Support (81030101)*application Development and Maintenance > Service Support*

Service Support is the reactive management and resolution of Incidents and Service Requests which cannot be resolved by First Level Support Supplier. This service includes both Second and Third Level Support functions for CDP. Provision of Third Level Support may be by the Supplier or Other Suppliers.

Obligations

The Supplier shall:

81030101-01	develop the CDP Support Process document with support from the First Level Support Supplier, setting out the process and procedures for the provision of Service Support.
81030101-03	maintain and update the CDP Support Process document on an at least annual basis for review and Approval.
81030101-04	adhere to the CDP Support Process document.

3.2.4 CDP Service Support (81030201)

application Development and Maintenance > application Service application Support > application Service support

Perform the necessary Service support for CDP.

Obligations

The Supplier shall:

81030201-01	Provide Support for the CDP, including, but not limited to, the following activities: a) configuration changes; b) Tenant Service Requests; c) application functionality and technical expertise; d) End User support; e) End User Service Requests; and f) Approved data extracts.
81030201-04	ensure that where an Incident cannot be resolved by the Second Level Resolver Group it is passed to the appropriate suppliers' Third Level Resolver Group, in accordance with the Buyer's Incident Management Policy and Incident Management Process, and ensure such Incidents are managed to resolution, unless ownership is transferred to an Other Core Defra Group Supplier.
81030301-02	provide permanent resolutions to Incidents, correctly assigned to the Supplier, in accordance with Schedule 3 (<i>Service Levels, Service Credits and Performance Monitoring</i>) and in accordance with the Buyer's Incident Management Policy and Incident Management Process, using Second Level Resolver Groups wherever possible. The

	Supplier shall provide associated deployment instructions to the Buyer or the H&AS Supplier.
81030301-03	implement code fixes resulting from Incidents or Problems in accordance with the Buyer's Incident Management Policy.
81030301-04	ensure that where a permanent resolution to an Incident and Problem cannot be provided by the Second Level Resolver Group it is passed to the appropriate Third Level Resolver Group, in accordance with the Buyer's Incident Management Policy and Incident Management Process.
81030301-07	provide expert advice and support to Tenant Services in the use of CDP.
81030301-09	provide bespoke data extracts from CDP and provide within the timelines agreed.

3.2.5 Service Maintenance (81040101)

application Development and Maintenance > Service Maintenance

Service Maintenance includes proactive activities to ensure the ongoing availability of CDP Services and achievement of Performance Indicators.

Obligations

The Supplier shall:

81040101-01	develop the CDP Maintenance Process document, setting out the process and procedures for the maintenance of CDP.
81040101-02	provide the CDP Maintenance Process document to the Buyer for review.
81040101-03	maintain and update the CDP Maintenance Process document on an at least annual basis and provide updates to the Buyer for review and Approval.
81040101-04	adhere to the Approved CDP Maintenance Process document.

3.2.6 application Service Maintenance (81040201)

application Development and Maintenance > application Service Maintenance > application Service Maintenance

CDP Service Maintenance includes the provision of security management administration, deployment of security patches, testing and deployment of functional and maintenance patches across specified environments, regression testing, managing data and updating database structures.

Obligations

The Supplier shall:

81040201-01	Provide Service Maintenance for CDP, including, but not limited to, the following activities:
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	<ul style="list-style-type: none"> a) security patching and administration; b) testing and testing support; c) non-security patching; d) data updates e) Minor Enhancements; f) Platform optimisation; g) regression testing; and h) environment management.
81040201-02	provide security administration for CDP and Tenant Services by creating, deleting and altering user profiles in accordance with the Buyer's Security Policies.
81040201-03	evaluate all security patches released by vendors for CDP without delay and in line with best practice, and present to the Buyer for agreement on which to apply within agreed timescales dependant on "criticality" of the patch.
81040301-02	evaluate all non-security patches released by vendors for CDP without delay and in line with best practice, and present to the Buyer for agreement on which to apply
81040201-05	<p>ensure regression testing is performed across necessary environments (where practicable include automation to limit regression and reduce time to live), for:</p> <ul style="list-style-type: none"> a) Critical Patches agreed by the Buyer; b) non-security patches agreed by the Buyer; and c) assist in any changes to the ecosystem proposed by the Buyer <p>liaising with relevant parties (third party suppliers or Buyer teams) as required.</p>
81040201-09	ensure active participation in defect review meetings (triage).
81040301-08	maintain and operate existing and subsequently agreed interfaces and communication channels necessary to enable Tenant Services to interoperate with CDP.
81040301-13	<p>maintain logical database designs and the necessary artifacts for their physical implementation, including:</p> <ul style="list-style-type: none"> a) schema definitions

	<ul style="list-style-type: none"> b) database configuration properties c) user, group and permission definitions d) ensure integrity through referential integrity e) ensure performance through activities such as the setting of indexes f) ensure physical implementation meets any pre-defined non-functional requirements.
81040301-14	make performance improvements to CDP where performance has degraded or is likely to degrade to the point where the Performance Indicators are not achieved or are not likely to be achieved.
81040301-15	<p>provide support, at the request of the Buyer, for planned IT Service Continuity or Disaster Recovery tests for CDP:</p> <ul style="list-style-type: none"> a) at least annually; b) on an ad-hoc basis at the request of the Buyer

3.2.7 NOT USED

3.2.8 NOT USED

3.2.9 application Build (10070201)

Service Management and Service Integration > Build and Test > application Build

The activities required to build new functionality on CDP to meet user requirements. Includes building of code to resolve defects identified through incident management or problem management.

Obligations

The Supplier shall:

10070201-01-SI	<p>configure, develop and build all applicable CDP components that make up the Supplier Solution in accordance with the:</p> <ul style="list-style-type: none"> (a) Approved Services design and Supplier Solution design.
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3.2.10 Test Management (10070701)

Service Management and Service Integration > Build and Test > Test Management

The management of test activities:

Obligations*The Supplier shall:*

10070701-01-SI	manage, plan, coordinate and execute all scheduled Testing activities in agreement with the Buyer.
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3.2.11 Test Execution (10070801)*Service Management and Service Integration > Build and Test > Test Execution*

The management of activities required to test functional, non-functional aspects (e.g., security, service management) of a system (or systems) based on a defined test plan, scripts and pre-prepared test data.

Obligations*The Supplier shall:*

10070801-01-SI	be responsible and accountable for the execution of all Testing activities relating to CDP.
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3.2.12 Test Data Management (10070901)*Service Management and Service Integration > Build and Test > Test Data Management*

The definition of the test data strategy and requirements; the management of test data generation, and usage in development and test environments.

Obligations*The Supplier shall:*

10070901-01-SI	be responsible and accountable for managing Test data regarding Testing that pertains to its Services by carrying out activities including; <ul style="list-style-type: none"> (a) specifying the Test data, including its source, scope, volume and processing; and (b) capturing and recording Test results and the categorisation of Test Issues as agreed with the Buyer (c) ensuring test data complies with relevant data protection legislation
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3.3 Service Category: Interface Requirements

3.3.1 Not Used

3.3.2 Not Used

3.3.3 Directory Services (25030101)

End User Environments > EU Foundation Services > Directory > Directory Services

A single, managed service to provide Directory Services supporting the supply of information and controls across the Buyer ICT Environment.

Obligations

The Supplier shall:

25030101-01-EE	within ten (10) Working Days of request from the Buyer or End User Environment Supplier, provide information and any requirements it has to the Buyer or End User Environment Supplier in order to support the Buyer's Master Directory Service solution design and the management and operation of all directory objects. Such information and requirements at that time being accurate, up to date and comprehensive in all material respects.
25030101-02-EE	ensure that its Services comply with or are compatible with the Master Directory Services solution design Approved by the Buyer, following receipt from the Buyer or End User Environment Supplier.
25030101-03-EE	within ten (10) Working Days of request from the Buyer or End User Environment Supplier, provide information and any requirements it has to the Buyer regarding its Master Directory Services delegated management and administration solution, including providing to Other Core Defra Group Suppliers access to those Services using directory services. Such information and requirements at that time being accurate, up to date and comprehensive in all material respects.
25030101-04-EE	use the Master Directory Services provided by the Buyer or maintain its own subordinate Directory Services that inter-operate and interface with the Master Directory Service solution and is in accordance with the Master Directory Service solution design.

3.3.4 Public Key Infrastructure (PKI) (42010101)

Security > Key Management > Public Key Infrastructure (PKI)

A service for the creation, management, distribution, issuing, storage, archiving, retrieval, validation, revocation and destruction of digital certificates for use in the delivery of End User Environment Supplier services and other ICT services.

Obligations

The Supplier shall:

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42010101-01-EE	ensure that its Services comply with the Public Key Infrastructure design documentation following its receipt from the End User Environment Supplier, in order to support the provision by the End User Environment Supplier of its Key Management Services.
42010101-02-EE	following a request from the End User Environment Supplier consult with the End User Environment Supplier regarding cross certification with other organisations (as required by the Buyer), in order to support the provision by the End User Environment Supplier of its Key Management Services.
42010101-03-EE	within ten (10) Working Days of request from the End User Environment Supplier, provide information and any requirements it has to the End User Environment Supplier, in order to support the End User Environment Supplier 's production of a Public Key Infrastructure design document. Such information and requirements at that time being accurate, up to date and comprehensive in all material respects.

.2 Hosting and Application Support

3.3.5 Software Readiness (50020301)

Hosting and application Support > application Support and Operation > application Support > Software Readiness

Preparation of Software (including applications and patches, of varying complexity) in readiness for provisioning.

Obligations

The Supplier shall:

50020301-01-HS	agree the software readiness process with the Buyer.
50020302-02-HS	follow the agreed software readiness process with the Buyer

3.3.6 Application Release (50020303)

Hosting and application Support > application Support and Operation > application Support > Software Readiness > application Release

Preparation and deployment of Software applications Releases to the ICT Environment.

Obligations

The Supplier shall:

50020303-01-HS	agree the release process with the Buyer.
50020304-02-HS	follow the agreed release process with the Buyer.

3.3.7 Not used

3.3.8 Management of Hosting Costs (50020305)

Hosting and application Support > application Support and Operation > application Support > Management of Hosting Costs

Review of hosting costs to ensure CDP hosting costs are managed effectively to deliver best value for money

Obligations

The Supplier shall:

50020305-01-HS	Review cost and consumption/usage information from the H&AS Supplier or CCoE to validate that the hosting costs are correct from a technical footprint usage of CDP.
50020305-02-HS	Where the cost and consumption data identify that hosting costs can be improved, they should work with the H&AS Supplier or CCoE and Defra to optimise the hosting

.3 Connectivity

3.3.9 General Requirements (00010101)

General Requirements

If additional connectivity links/bandwidth in CDP or Tenant Services, the Supplier shall facilitate/work with the Connectivity supplier as detailed below.

Obligations

The Supplier shall:

00010101-35-GP	within ten (10) Working Days of a request from the Connectivity Supplier, provide architectural documentation relating to the Services to support the Connectivity Supplier's Network Integration Service Design, such information at that time being accurate, up to date and comprehensive in all material respects.
00010101-38-GP	within ten (10) Working Days of a request from the Connectivity Supplier, consult with the Connectivity Supplier relating to the technical and architectural integration of the Services with the Connectivity Services.
00010101-45-GP	within ten (10) Working Days of a request from the Connectivity Supplier, provide CDP priority information to support the Connectivity Supplier's Quality of Service (QoS) Design and Guidance, such information at that time being accurate, up to date and comprehensive in all material respects.

.3.1

3.3.10 Gateway Foundation Services (62010101)

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Connectivity > Gateways > Gateway Foundation Services

Provisioning and management of secure gateways including collaboration with other third parties to allow CDP and Tenant Services, where required, to access particular networks including cloud services.

Obligations

The Supplier shall:

62010101-03-CO	within ten (10) Working Days of request from the Connectivity Supplier, commission the request/action relating to the Services to support the Connectivity Supplier's Gateways Architecture Design and Guidance (CON-17-091-001 Defra UniTy Gateways HLD), such information at that time being accurate, up to date and comprehensive in all material respects.
62010101-17-CO	within ten (10) Working Days of request from the Connectivity Supplier, consult with the Connectivity Supplier regarding service interface and capability requirements for the Gateway Foundation Services to support the Connectivity Supplier in the development and delivery of the Gateway Foundation Services.

3.3.11 Supplier Remote Access - General Requirements (62030101)

Connectivity > Gateways > Bastion > Supplier Remote Access > Supplier Remote Access - General Requirements

Suppliers of third-party applications or sub-contracted third-party support staff should be provided with appropriate remote access to the datacentre environments to enable them to diagnose and fix faults and perform application patches and upgrades. This capability will require a separate Management LAN.

Obligations

The Supplier shall:

62030101-02-HS	within ten (10) Working Days of request from the H&AS Supplier, provide architectural and service requirements relating to Services to support the H&AS Supplier's design of a remote access capability, such information at that time being accurate, up to date and comprehensive in all material respects.
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3.3.12 WAN (63010101)

Connectivity > Wide Area Network > WAN

Provisioning and management of Wide Area Network interfaces that allow applications to connect on the corporate and guest network. These include circuit installs, upgrades, fixes, ceases and decommissioning.

Obligations

The Supplier shall:

63010101-03-CO	Within ten (10) Working Days of request from the Connectivity Supplier, provide architectural documentation relating to CDP, and Services to support the Connectivity Supplier's WAN Architecture Design and Guidance: such information at that time being accurate, up to date and comprehensive in all material respects.
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3.3.13 IP Address Management - Implementation (63010301)

Connectivity > Wide Area Network > WAN > IP Address Management > IP Address Management - Implementation

Planning, tracking and management of private and public IP addresses including allocation and distribution of blocks of IP addresses where required by an application.

Obligations

The Supplier shall:

63010301-03-CO	Within ten (10) Working Days of request from the Connectivity Supplier, provide IP Address, Domain Name Service and DHCP information relating CDP and Services to support the Connectivity Supplier's IP Address Management Architecture Design and Guidance, such information at that time being accurate, up to date and comprehensive in all material respects.
63010301-07-CO	comply with the IP Address Management Architecture Design and Guidance and the IP Address both as Approved by the Buyer.

3.3.14 IP Address Management - Operation (63010302)

Connectivity > Wide Area Network > WAN > IP Address Management > IP Address Management - Operation

Planning, tracking and management of private and public IP addresses including allocation and distribution of blocks of IP addresses where required by an application.

Obligations

The Supplier shall:

63010302-06-CO	obtain from the Connectivity Supplier, IP address ranges for the provision of its Services in accordance with the IP Address Management Architecture Design and Guidance.
63010302-07-CO	for any Services presented to the Live Environment, only use the IP addresses provided to them by the Connectivity Supplier, unless otherwise agreed with the Buyer.
63010302-08-CO	manage the allocation of IP addresses to deliver its Services.

3.3.15 Domain Name Service (DNS) - Operation (63030102)

Connectivity > Wide Area Network > Network Foundation Services > Domain Name Service (DNS) > Domain Name Service (DNS) - Operation

The Domain Name Service (DNS) is a hierarchical decentralised naming system for Devices or services connected to the internet or private network. The DNS translates domain names to IP addresses and if required by an application the Supplier will comply with the following obligation.

Obligations

The Supplier shall:

63030102-02-CO	use the Domain Name Service (DNS) provided by the Buyer or Connectivity Supplier or maintain its own subordinate DNS that inter-operates and interfaces with the Connectivity Supplier's Domain Name Service (DNS).
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3.3.16 NOT USED

.4 Management Obligations/Responsibilities

3.3.17 SM & SI Process Control and Management (10020301)

Service Management and Service Integration > Management and Control > SM & SI Process Control and Management

Process Control and Management describes the processes and supporting procedures, that are performed by the Buyer to plan, design, deliver, operate and control IT services offered to End Users.

Obligations

The Supplier shall:

10020301-01-SM	To agree a process with the authority and follow the process. comply with the Buyer's Service Management Policies and Processes as referenced below: (a) Access Management Policy and Access Management Process); (b) Availability Management Policy and Availability Management Process; (c) Capacity Management Policy and Capacity Management; (d) Incident Management Policy and Incident Management Process; (e) DEFRA Group Security Policy
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3.3.18 Supplier Management (10020401)

Service Management and Service Integration > Management and Control > Supplier Management

The process for managing suppliers and the associated services that they provide. The process is key for ensuring value for money is obtained when suppliers deliver IT services to the Buyer.

Obligations

The Supplier shall:

10020401-01-SM	operate Supplier Management in accordance with the Buyer's Supplier Management Policy and Supplier Management Process.
10020401-02-SM	maintain the Approved Supplier Management procedures in accordance with the Buyer's Supplier Management Policy and Supplier Management Process.

3.3.19 Continual Service Improvement (10020601)

Service Management and Service Integration > Management and Control > Continual Service Improvement

Continual Service Improvement provides the structure for creating and increasing value to the Buyer and / or End Users through better design, transition and operation of the IT services. Continual Service Improvement focuses on maximising the efficiency, effectiveness and value of services and the underlying IT Service Management Policies and Procedures.

Obligations

The Supplier shall:

10020601-01-SM	operate Continual Service Improvement as agreed with the authority through the maintenance of the product roadmap
10020601-02-SM	raise Service improvement opportunities for the Services during the product roadmap review.

3.3.20 SM & SI Risk Management (10020701)

Service Management and Service Integration > Management and Control > SM & SI Risk Management

Risk Management provides the structure for the management of risk to the Buyer services by identifying, assessing and controlling risks to the Services.

Obligations

The Supplier shall:

10020701-01-SM	agree the risk management process with the Buyer.
10020701-02-SM	follow the agreed risk management process with the Buyer.

3.3.21 Service Measurement and Reporting (10020801)

Service Management and Service Integration > Management and Control > Service Measurement and Reporting

The process for measuring the performance of services against agreed business objectives and creating reports against agreed standards that provides meaningful insight to the associated audience.

Obligations

The Supplier shall:

10020801-01-SM	operate Service Measurement and Reporting in accordance with the Buyer's Service Measurement and Reporting CCTS reporting procedures and any additional requests from the Buyer.
10020801-02-SM	maintain the Approved Service Measurement and Reporting procedures in accordance with the Buyer's Service Measurement and Reporting processes and those from CCTS and the Buyer.

3.3.22 Not used

3.3.23 Enterprise Architecture (10030201)

Service Management and Service Integration > IT Strategy > Enterprise Architecture

Enterprise Architecture ensures that Architecture Principles and practices to guide the Buyer's ICT Environment to deliver the current and future, Buyer's ICT strategy, as part of Core Defra Group Services.

Obligations

The Supplier shall:

10030201-01-SI	following request by the Buyer, cooperate with and assist the Buyer in relation to CDP to create and / or update the Buyer's IT Roadmap for the Services. Tenant services are responsible for making their own engagement with Enterprise Architecture and ensuring compliance and adherence with Strategic roadmaps where appropriate.
10030201-02-SI	produce and make available to the Buyer for Approval, within six (6) months of the Effective Date, an IT Roadmap for CDP in accordance with the Buyer's Enterprise Architecture Principles.
10030201-03-SI	update the IT Roadmap in accordance with the Buyer's Enterprise Architecture Principles to the Buyer for Approval on request from the authority or when their supplier has made significant changes to DEFRA technology estate.
10030201-04-SI	ensure that in the design of Services, due consideration and where possible, direct reference is given to the Buyer's Enterprise Architecture Principles.
10030201-05-SI	provide Architecture Artefacts in line with the Service Design Package, that describe the Services in accordance with the Buyer's Enterprise Architecture Principles and make them available to the Buyer.
10030201-06-SI	update and maintain the Architecture Artefacts in accordance with the Buyer's Enterprise Architecture Principles and, as a minimum annually, and more frequently if requested by the Buyer.
10030201-07-SI	Suppliers must co-operate with the Buyer and other Suppliers to allow the Buyer to visualise end to end technology roadmaps and share these roadmaps with other Suppliers where interfacing or integration exists.

3.3.24 Demand Management (10030401)

Service Management and Service Integration > IT Strategy > Demand Management

Demand Management is responsible for understanding the Buyer's demand for the Services. Demand management works with Capacity Management to ensure that the Supplier is able to meet the required demand.

Obligations*The Supplier shall:*

10030401-01-SI	report to the Buyer on Patterns of Business Activity across CDP on a monthly basis or such other period as required by the Buyer.
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3.3.25 Not used**3.3.26 Solution Architecture and Design (10060101)***Service Management and Service Integration > Design > Solution Architecture and Design*

Solution Architecture and Design is described as the Planning, development, and refinement of technologies and services based on business needs, service lifecycle, architecture roadmaps, new technology developments, operational performance, customer satisfaction. This covers all aspects of the service: software, infrastructure, data and service.

Obligations*The Supplier shall:*

10060101-01-SM	comply with the Service Delivery Lifecycle
10060101-02-SM	ensure all Service Design Packages Approved under the Service Delivery Lifecycle are submitted to the Buyer for Approval in accordance with the agreed approvals process as per the Buyer.
10060101-03-SM	ensure all changes to the Approved Service Design Packages are performed in accordance with the Buyer.

3.3.27 Capacity Management (10060201)*Service Management and Service Integration > Design > Capacity Management*

Capacity Management ensures that CDP always have sufficient resources to meet the demand placed on them by Tenant Services. This combines proactive planning with reactive management where necessary.

The process responsible for ensuring that the capacity of IT services and the IT infrastructure is able to deliver agreed Service Level Targets in a cost effective and timely manner. Capacity Management considers all resources required to deliver the IT service, and plans for short, medium and long-term business requirements.

Obligations*The Supplier shall:*

10060201-01-SM	operate Capacity Management for the Services in accordance with the Buyer's Capacity Management Policy and Capacity Management Process
10060201-02-SM	maintain the Approved Capacity Management procedures in accordance with the Buyer's Capacity Management Policy and Capacity Management Process .

10060201-03-SM	produce and make available, to the Buyer, monthly Capacity reports which include: (a) current resource utilisation; (b) resource utilisation trends and forecasts; and (c) issues and exceptions, in accordance with the Buyer's Capacity Management Policy and Capacity Management Process.
10060201-04-SM	develop, monitor, track and complete Approved remediation action plans to address any Capacity deficiency or surplus in accordance with the Buyer's Capacity Management Policy and Capacity Management Process or as otherwise agreed with the Buyer.

3.3.28 Availability Management (10060301)

Service Management and Service Integration > Design > Availability Management

Availability Management provides the processes, procedures and artefacts that are needed to ensure that agreed availability commitments to the Buyer can be met in a consistent manner.

The process responsible for defining, analysing, planning, measuring, and improving all aspects of the availability of IT services. Availability Management is responsible for ensuring that all IT infrastructure, processes, tools, roles, etc. are appropriate for the agreed service level targets for availability.

Obligations

The Supplier shall:

10060301-01-SM	operate Availability Management in accordance with the Buyer's Availability Management Policy and Availability Management Process.
10060301-02-SM	maintain the Approved Availability Management procedures in accordance with the Buyer's Availability Management Policy and Availability Management processes

3.3.29 Service Level Management (10060401)

Service Management and Service Integration > Design > Service Level Management

Service Level Management ensures that the Supplier's performance measures maintain and improve business-aligned IT service quality through a constant cycle of agreeing, monitoring, reporting, and reviewing CDP capability through instigating actions to eradicate unacceptable levels of service.

Obligations

The Supplier shall:

10060401-01-SM	operate Service Level Management procedures, in accordance with the Buyer's Service Level Management Policy and Service Level Management Process.
10060401-02-SM	maintain Service Level Management procedures, in accordance with the Buyer's Service Level Management Policy and Service Level Management Process.
10060401-03-SM	seek to resolve complaints in accordance with the Buyer's Complaint Management Process and in accordance with Schedule 3 (<i>Service Levels, Service Credits and Performance Monitoring</i>).
10060401-04-SM	participate in Service Level Management reviews on an annual basis, to update and maintain agreed levels in line with Schedule 3 (<i>Service Levels, Service Credits and Performance Monitoring</i>), Schedule 2 (Charges and Invoicing) and Core Terms.

3.3.30 Service Catalogue Management (10060501)

Service Management and Service Integration > Design > Service Catalogue Management

Service Catalogue Management produces, provides and maintains the Service Catalogue, ensuring that it accurately reflects the details of CDP capabilities, as well as those Tenant Services under development, that are available to Tenant Services.

Obligations

The Supplier shall:

10060501-01-SM	operate Service Catalogue Management in accordance with the Buyer's Service Catalogue Management Policy and Service Catalogue Management Process.
10060501-02-SM	maintain the Approved Service Catalogue Management procedures in accordance with the Buyer's Service Catalogue Management Policy and Service Catalogue Management Process.
10060501-03-SM	publish and maintain the Services in the Service Catalogue in accordance with the Buyer's Service Catalogue Management Policy and Service Catalogue Management Process.

3.3.31 Service Continuity Management (10060601)

Service Management and Service Integration > Design > Service Continuity Management

IT Service Continuity Management puts the plan and processes in place to enable the Supplier to provide a pre-determined and agreed level of performance following an interruption to CDP.

Obligations

The Supplier shall:

10060601-01-SM	operate IT Service Continuity Management in accordance with the Buyer's IT Service Continuity Management Policy and process.
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3.3.32 Not Used

3.3.33 Change Evaluation and Management (10080301)

Service Management and Service Integration > Transition > Change Evaluation and Management

Change Management ensures that standardised and approved processes and procedures are used for efficient and prompt assessment and management of all non-contract changes to ensure that risks and impacts have been appropriately managed and planned for. It provides the Buyer with the necessary management information to authorise non-contract changes and to enable the implementation of non-contract changes with minimum disruption to the Services.

Obligations

The Supplier shall:

10080301-01-SM	agree the change and evaluation and management process with the Buyer.
10080301-02-SM	follow the change and evaluation and management process with the Buyer.

3.3.34 Knowledge Management (10080401)

Service Management and Service Integration > Transition > Knowledge Management

The purpose of Knowledge Management is to share perspectives, ideas, experience and information, ensuring these are available and accessible in a single repository at the right place and at the right time. The Knowledge Management process enables informed decisions and improves efficiency by reducing the need to rediscover knowledge. In respect of the Service Desk, Knowledge Management will support and enable First Contact Resolution (FCR), End User self-help and linking of Incidents to Problems.

Obligations

The Supplier shall:

10080401-01-SM	Ensure that perspectives, ideas, experience and information are captured in a timely manner and stored on the CDP portal within 5 working days.
10080401-02-SM	maintain the CDP portal to remain accurate and update within the timeframes above

3.3.35 Service Validation and Testing (10080501)

Service Management and Service Integration > Transition > Service Validation and Testing

Conformance to the Buyer Test Strategy and Testing Policies and Procedures, support for Buyer testing and test assurance activities, production of a Supplier Test policy and identification of an Account Test Manager.

Obligations

The Supplier shall:

10080501-01-SM	agree the Test Strategy and Test Policy with the Buyer.
10080501-02-SM	Follow the Test Strategy and Test Policy as agreed with the Buyer

3.3.36 Release and Deployment Management (10080601)

Service Management and Service Integration > Transition > Release and Deployment Management

Release and Deployment Management assembles and implements all elements of service into all ICT controlled environments and establish effective use of new or changed services. This covers the full scope of service assets and configuration items. This includes automated release and deployment, including the use of such tooling to support these activities.

Obligations

The Supplier shall:

10080601-01-SM	Agree the Release and Deployment procedures in accordance with the Buyer
10080601-02-SM	maintain Release and Deployment procedures in accordance with the Buyer.
10080601-04-SM	participate in Operational Readiness Reviews as requested by the Buyer.

3.3.37 Event Management (10090201)

Service Management and Service Integration > Operate > Event Management

Event Management is a basis for operational monitoring and control. Some events will result in an Incident being raised.

For CDP the Supplier should demonstrate how they propose to undertake event management activities.

3.3.38 Incident Management (10090501)

Service Management and Service Integration > Operate > Incident Management

Incident Management is the process for managing the lifecycle of all Incidents which will be identified by technical staff, detected and reported by event monitoring tools, received from End Users or reported by Core Defra Group Suppliers or Other Suppliers. The Service Desk will manage the resolution of Incidents, using ITIL based processes and in accordance with the Buyer's Incident Management Policies and Processes. These Incidents will be received and logged in the Buyer's ITSM Toolset as a result of:

- (a) telephone calls relating to Incidents;
- (b) Incidents submitted via the Buyer's Self-Service Portal or webchat; and
- (c) Incidents raised automatically by Event Management systems run by Core Defra Group Suppliers or Other Suppliers.

Obligations

The Supplier shall:

10090501-01-SM	operate Incident Management in accordance with the Buyer's Incident Management Policy and Incident Management Process.
10090501-02-SM	support in delivering and maintenance of the Approved Incident Management procedures for the Services, in accordance with the policies specified in above.
10090501-03-SM	identify and in agreement with the Buyer implement measures to avoid unnecessary reoccurrence of Incidents to the Services including in accordance with the Buyer's Problem Management Process.
10090501-04-SM	operate and maintain Incident Management procedures between the Service Desk Supplier and the Supplier in accordance with the policies specified above, subject to Approval by the Buyer.

3.3.39 Major Incident Management (10090502)

Service Management and Service Integration > Operate > Incident Management > Major Incident Management

The Major Incident process is used to manage and communicate high-impacting faults which require additional attention and focus. The Service Desk Supplier shall facilitate this process.

If an Incident has become a Major Incident, then it will be flagged as such in the Buyer's ITSM Toolset and the Incident Management process will be initiated by the Service Desk agent. The Service Desk agent will inform the Service Desk shift manager about the Major Incident and the Service Desk shift manager will run the initial stage of the Major Incident in accordance with the Buyer's Incident Policies and Processes.

Obligations

The Supplier shall:

10090502-01-SM	operate Major Incident Management in accordance with the Buyer's Incident Management Policy and Incident Management Process.
10090502-02-SM	maintain the Approved Major Incident Management procedures in accordance with the policies specified in above.
10090502-03-SM	work with the Service Desk Supplier to determine the plan of action to resolve the Major Incident and implement any actions allocated to the Supplier as part of the plan

3.3.40 Problem Management (10090601)

Service Management and Service Integration > Operate > Problem Management

Problem management will be delivered with the Buyer in the delivery team procedures.

Obligations

The Supplier shall:

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10090601-01-SM	Define the Problem management procedure with the Buyer.
10090601-02-SM	Follow the Problem management procedure with the Buyer.
10090601-03-SM	perform Root Cause Analysis and provide outcomes to the Service Desk Supplier.
10090601-04-SM	for each Problem affecting the Services, provide comprehensive problem resolution proposal(s) to the Service Desk Supplier for submission to the Buyer.

3.3.41 Communication (10090901)

Service Management and Service Integration > Operate > Communication

The management of communication between the Buyer and Core Defra Group Suppliers to be used in support of the Policy and Process. Identifying service contacts, subject matter experts and escalations contacts to be used during day-to-day operations and outages.

Obligations

The Supplier shall:

10090901-01-SM	for all changes which involve a Service outage, provide the following service impact notification information to the Buyer: (a) a description of impacted systems and affected Services; (b) timeframe for impacts to systems and affected Services; (c) a proposed Workaround for any service tenants, if available; (d) appropriate points of contact for queries in relation to the changes in a timely manner.
10090901-02-SM	prior to the applicable Operational Service Commencement Date, provide contact information for resolver groups, subject matter expert and service managers for each relevant Service Element due to commence operational service to the Buyer

3.3.42 Environment Management (10090902)

Service Management and Service Integration/Build and Test/Environment Management

The process in which the Buyer manages ICT Environment (consisting of hardware, software and/or telecommunications networks or equipment) which is used by the Buyer to receive Services, including Live Environments and Non-Live Environments

The Supplier shall: -

10090902-01-SM	work with the Buyer to ensure that all environments are provisioned managed and commissioned in line with requirements.
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3.4 Service Category: Security Requirements

3.4.1 IT Security Management (10020201)

Service Management and Service Integration > Management and Control > IT Security Management

Ensuring that the confidentiality and integrity of the Buyer's assets, information, data and IT services. Information security management supports business security and has a wider scope than that of the Supplier, and includes handling of paper, building access, phone calls etc.

Obligations

The Supplier shall:

10020201-01-SM	operate IT Security Management in accordance with the Buyer's Security Policies
10020201-02-SM	maintain the Approved IT Security Management procedures in accordance with the Buyer's Security Policies
10020201-03-SM	raise security Incident(s) for any actual or potential security threats, in accordance with the Buyer's Security Policies and the Incident Management Process
10020201-04-SM	when a security risk has been identified and agreed with the Buyer, provide recommended mitigations and solutions, in accordance with the Buyer's Security Policy
10020201-05-SM	support the Buyer in an annual review of the Information Security Management Strategy and Security Policy
10020201-06-SM	participate in the regular Information Security Management reviews and audits in accordance with Schedule 7 (<i>Governance</i>)
10020201-07-SM	Where applicable, comply with Schedule 3 (<i>Service Levels, Service Credits and Performance Monitoring</i>) and Schedule S3 (<i>Security Requirements</i>)
10020201-08-SM	support triage of Critical Vulnerability incidents when and where Process, which includes but is not limited to: <ul style="list-style-type: none"> • informing Operational Security Assurance of any Critical Vulnerabilities found within 48 hours via the mailbox; • participating in bridge calls to resolve an incident (Critical Vulnerabilities will follow as a P2 in accordance with Schedule 3 (<i>Service Levels, Service Credits and Performance Monitoring</i>)); • completion and/or supporting the updating of Appendix B and C of the Critical Vulnerability Process; and • update tickets as appropriate.
10020201-09-SM	support remediation governance and liaise with the relevant resolver team/group to track the progress of remediation.

10020201-10-SM	use the Buyer's Vulnerability Management Software
10020201-11-SM	support the SOC in attending/participating in Tuning SOC sessions, held throughout the lifecycle of the application (or as long as the application is protectively monitored). Changes that are required following Tuning SOC sessions will be planned in with the responsible party.
10020201-12-SM	support security incidents that are raised in our ITSM tool and assigned to the CDP resolver group for further investigation.
10020201-13-SM	support Security Working Group sessions as required to provide information from the Vulnerability Management and Anti-Virus reports.

3.5 Service Category: Social Value Requirements

3.5.1 Social Value including Sustainability

Social Value > Sustainability

The Supplier shall support the Buyer in making our applications more efficient and sustainable.

The Supplier shall:

60020201-01-SV	comply with the sustainability requirements in this Services Specification.
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3.5.2 Equality, Diversity and Inclusion (EDI)

Social Value > Equality, Diversity and Inclusion (EDI)

The Buyer is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Supplier is expected to respect this commitment in all dealings with Buyer Personnel and End Users.

The Supplier shall:

60020201-02-SV	comply with the EDI requirements in this Services Specification.
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3.5.3 Not used

3.5.4 Not Used

3.6 Not Used

3.6.1 Platform Service Enhancement (81060101)

application Development and Maintenance > application Service Enhancement

Platform Service Enhancement includes Platform changes that are driven either by requests from the business or through the process of service improvement.

Changes may include configuration changes or minor code changes to enhance functionality or performance of Platform.

The Service includes elements of the design, build, test and release processes for the enhancements.

The services, their description and obligations are closely tied to the language and terminology used in the Service Delivery Lifecycle (SDLC).

Obligations

The Supplier shall:

81060101-01	perform plan, build and test, and deployment phases of CDP Enhancements in accordance with delivery approach selected by the Buyer, whether according to a pre-agreed work plan, a regular release cycle or a Continuous Delivery mechanism
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3.6.2 Platform Service Enhancement - Plan (81060201)

application Development and Maintenance > application Service Enhancement > application Service Enhancement - Plan

Platform Service Enhancement - Plan includes the business analysis, solution design, high level planning, and proposal creation activities undertaken during the plan phase of enhancement work/ development projects.

Obligations

The Supplier shall:

81060201-01	assist the Buyer in the collection, challenge and documentation of business requirements.
81060201-02	respond, in a timeframe set by the Buyer, to changes in business requirements throughout the project lifecycle.
81060201-03	assist the Buyer in the collection, challenge and documentation of non-functional requirements.
81060201-04	respond, in a timeframe set by the Buyer, to changes in non-functional requirements throughout the project lifecycle.
81060201-05	work with the Buyer's technology teams to define and document technical requirements including at a minimum: <ul style="list-style-type: none">a) standards and policies;b) programming languages and frameworks;c) development Platforms;d) tooling; ande) operating environments.
81060201-06	respond, in a timeframe set by the Buyer, to changes in technical requirements throughout project lifecycle.
81060201-07	administer a single shared repository containing all requirements and the following attributes, including at a minimum: <ul style="list-style-type: none">a) unique requirement ID;b) description of requirement;c) linkage to benefit;

	<p>d) source of requirement;</p> <p>e) author of requirement;</p> <p>f) status;</p> <p>g) change history / audit trail (often referred to as Requirements Traceability Matrix / RTM); and</p> <p>h) Test.</p>
81060201-08	establish the business context and vision for the solution design against the current and future architectures, standards and principles.
81060201-09	deliver solution designs that meet the signed-off requirements and can be objectively assessed.
81060201-10	validate the options proposed in the solution design through the delivery of proof of concepts (where necessary).
81060201-11	comprehensively document conceptual, logical and physical architectural designs (including data architecture) in accordance with agreed methodology and organisation's standards.
81060201-13	define a solution's expected capabilities, appearance and interactions with both users and other systems.
81060201-14	define the workflow, system needs, implementation requirements and target operating model for a particular process.
81060201-15	document and maintain use cases, process flows, swim-lane diagrams and graphical notations for all processes which the solution supports or will support.
81060201-16	define the service design for the new solution by working with the Buyer or the Buyer's suppliers to translate business requirements into service requirements.
81060201-17	define how the solution will be built or configured to meet the functional design.
81060201-18	support planning activities by providing input into project plans through the definition of Work Breakdown Structure (WBS) activities and work packages, sequencing of activities, activity durations, dependency management and resource management.
81060201-19	support resource planning activities by providing input into role descriptions, responsibilities and resource scheduling throughout project duration.
81060201-20	support cost planning activities by providing input into cost estimates, controlling cost throughout the project duration and reporting cost variances.
81060201-21	document, in a timeframe set by the Buyer, a detailed and tailored proposal responding to a business problem articulated by the Buyer including, as a minimum, the solution or options of solutions, the

	approach and methodology, plan, resource needs, costs and dependencies.
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3.6.3 Platform Service Enhancement - Build and Test (81060301)

application Development and Maintenance > application Service Enhancement > application Service Enhancement - Build and Test

Platform Service Enhancement - Build and Test includes the detailed design, solution development, configuration, build documentation, testing, defect management, environment build, release, and project management activities undertaken during the build and test phases of enhancement work / development projects.

Obligations

The Supplier shall:

81060301-01	document the design of the solution with sufficient detail to commence development (often referred to as detailed design).
81060301-02	deliver the solution or application code with appropriate accompanying deployment documentation to enable the system to be verified in the target environment and enable commencement of unit testing.
81060301-03	configure the system with appropriate accompanying deployment documentation to enable the system to be verified in the target environment and enable commencement of unit testing.
81060301-04	where applicable, provision, configure and cost effectively manage environments to meet the needs of build, test and implementation phases.
81060301-05	identify, escalate, classify and manage risks, issues, assumptions and dependencies with clear mitigations, ownership and regular review.
81060301-06	support plan management by providing updates into project plans, dependency management and resource management.
81060301-07	support resource management by providing updates to resource scheduling.
81060301-08	support cost management by providing updates to cost estimates, reporting spends and escalating variances.
81060301-09	identify, control, record, report, audit and verify items of code and configuration leveraging a configuration management system. The toolset may be specified by the Buyer.
81060301-10	manage, plan and control code and configuration through different project phases and deployment over various environments, in accordance with Buyer tooling and technical standards, according to the Buyer's defined policy.
81060301-11	where applicable, manage and administer systems and environments including installation and upgrade, backups and recovery, monitoring and issue resolution.

81060301-12	document test cases to support all phases of testing (test script repository / testing toolset may be specified by the Buyer). In conformance with the Buyer's test strategy
81060301-13	implement automated test facilities through the delivery process in conformance with the Buyer's test strategy.
81060301-14	where applicable, build a test harness to automate testing enabling repeatable, faster and more reliable test execution.
81060301-15	execute the testing of: (i) individual units of code or configuration (unit test); and (ii) a number of linked units of code or configuration (system test), in each case against a controlled set of test scripts with test data.
81060301-16	execute the testing of system functionality and interfaces to other systems (system integration testing)
81060301-17	execute tests to verify that restoration procedures after a critical IT failure work (disaster recovery testing).
81060301-18	document the results of all testing in a test execution repository / testing toolset as may be specified by the Buyer.
81060301-19	manage defects identified during all testing phases including the identification, evaluation, prioritization and tracking to resolution.
81060301-20	document in detail the specific coding instructions for developing and / or modifying each unit or module of the system.
81060301-21	document in detail the specific configuration instructions for developing and / or modifying each unit or module of the system.
81060301-22	document deployment instructions to guide the Database Administrator (DBA) through the installation procedure.
81060301-23	document the system administration manual for day-to-day application support activities.
81060301-24	document maintenance procedures to ensure effective system maintenance.
81060301-25	document how End Users will fully utilise the system to realise the benefits including the articulation of system functions and capabilities, contingencies, Workarounds and procedures for system access.
81060301-26	document training material, FAQs and schedule demonstrations for the solution.

3.6.4 Platform Service Enhancement - Deployment (81060401)

application Development and Maintenance > application Service Enhancement > application Service Enhancement - Deployment

Platform Service Enhancement Deployment - Deployment includes the packaging, operational acceptance testing support, cutover, deployment and post-implementation reviews activities undertaken during the deployment phase of enhancement work

Obligations

The Supplier shall:

81060401-01	develop packages to automate the consistent installation / upgrade / configuration / removal of code and configuration.
81060401-02	identify, classify, manage and escalate risks, issues, assumptions and dependencies with clear mitigations, ownership and regular review.
81060401-03	support plan management by providing updates into project plans, dependency management and resource management.
81060401-04	support resource management by providing updates to resources scheduling.
81060401-05	support cost management by providing updates to cost estimates, reporting spends and escalating variances.
81060401-06	support testing of non-functional requirements such as resiliency, recoverability, integrity, compatibility and supportability to enable the introduction of changes into the production environments.
81060401-07	determine the approach for converting / migrating data from an existing system to another system.
81060401-08	where applicable, prepare and deploy all code and configuration, including modules, components and libraries.
81060401-09	apply consistent methods, processes and procedures to undertake the efficient and effective management of all changes whilst maintaining a performant service to users.
81060401-10	manage, plan and control code and configuration through different project phases and environments.
81060401-11	undertake a comprehensive review of the implementation documenting the successes and lessons learned (often referred to as a Post Implementation Review).
81060401-12	ensure that automated and manual deployment activities have rollback mechanisms in place and contingency plans for when those mechanisms fail or cannot be implemented

3.6.5 Platform Service Development (81070101)

application Development and Maintenance > application Service Development

Platform Service Development includes fully managed Platform development projects created in response to a business need.

The Service includes elements of the design, build, test and release processes for the development.

The services, their description and obligations are closely tied to the language and terminology used in the Service Delivery Lifecycle (SDLC).

Obligations

The Supplier shall:

81070101-01	perform plan, build and test, and deployment phases of Platform build in accordance with delivery approach selected by the Buyer, whether according to a pre-agreed work plan, a regular release cycle or a Continuous Delivery mechanism
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3.6.6 application Service Onboarding (81050101)

application Development and Maintenance > application Service Onboarding

Developing a service tenant onboarding process to ensure appropriate check and balances have been completed to enable the successful onboarding of new tenant services to the CDP platform.

Obligations

The Supplier shall:

81050101-01	Develop a platform readiness review to ensure that Tenant Services are fit to enter into Private Beta.
81050101-02	Provide a portal of entry for new teams to start development on the Core Delivery Platform.
81050101-03	Provide assurance that teams working on the Core Delivery Platform are operating in accordance to the Buyer's playbook for digital delivery.
81050101-04	Provide ongoing direct support to Tenant Service teams through interactive chat form and collaboration tools.
81050101-05	Ensure any proposed Tenant Solution is validated to ensure compliance and technical adherence to work with and on CDP.

3.6.7 Not used

4 Non Functional Requirements

4.1 The Non Functional Requirements for Service Management are as follows:

ID	Operational Area	Service Function	Requirement
SMR.001	Service Management and Service Integration	Service Management	The Supplier must provide services that conform and adhere to the principles recognised within industry service management standards and as adopted by the Buyer.
SMR.002	Service Management and Service Integration	Service Management	The Supplier must operate within the Buyer's service management processes and service desk provision.
SMR.003	Service Management and Service Integration	Service Management	The Supplier must operate and conform with the principles set out in the CDP Service Run Manual and as per the Authority guidance.

SMR.004	Service Management and Service Integration	Service Management	The Supplier must work within the CDP Service Owner, for operational processes and service performance reporting against SLAs.
SMR.005	Service Management and Service Integration	Service Management	The Supplier must work collaboratively with other Buyer's Suppliers, for example: third party suppliers; integral organisational units e.g. Arms' Length Bodies, to deliver seamless operational services.
SMR.006	Service Management and Service Integration	Service Management	<p>The Supplier must commit to adopting a 'fix first, find fault later' approach when dealing with Service Issues and Incidents. This includes but not limited to, the following activities:</p> <ul style="list-style-type: none"> (a) prompt notification of Service Issues and Incidents to the Buyer and, where appropriate, notification to other Buyer Suppliers; (b) prioritise achieving solutions to Service Issues and Incidents over seeking to blame any other parties; (c) cultivate a 'no blame' culture when identifying and dealing with Service Issues and Incidents; (d) support and contribute to investigations by another Buyer Supplier and the Buyer to resolve Service Issue and Incidents investigations; and (e) work with the Buyer Suppliers to resolve Service Issues and Incidents, providing information and support as necessary.
SMR.008	Service Management and Service Integration	Incident Management	The Supplier must operate Incident Management in accordance with the Buyer's Incident Management policy and Incident Management Process
SMR.009	Service Management and Service Integration	Incident Management	The Supplier must ensure that all tickets raised are managed in accordance to the agreed service level. This applies to both user and supplier raised tickets.
SMR.010	Service Management and Service Integration	Incident Management	<p>During times of national emergency, the Supplier must provide provisions to operate an extended or expanded service as requested and deemed necessary by the Buyer's authorised representative(s).</p> <p>A national emergency may include:</p>

			<p>Events causing or with the potential to cause mass casualties. Terrorist release of chemical, biological, radiological, and nuclear (CBRN) material. Toxic or radiological contamination of a wide area. Multiple terrorist attacks.</p> <p>For more information, please refer to the government's 'UK National Leadership for Risk Identification, Emergency Preparedness, Response and Recovery' guidance. https://www.gov.uk/government/publications/list-of-lead-government-departments-responsibilities-for-planning-response-and-recovery-from-emergencies</p>
SMR.01 1	Service Management and Service Integration	Incident Management	The Buyer reserves the right to determine an Incident Resolution Priority for any Incident different to that assigned by the Supplier in the first instance, and the Supplier must accept the Buyer mandated Incident Resolution Priority and ensure that all tickets raised must be managed in accordance with the agreed service level.
SMR.01 2	Service Management and Service Integration	Incident Management	The Supplier must work with third parties to resolve the Incident and escalate any issues encountered whilst attempting to restore the normal service expectations impacted by an Incident. Where the Supplier is the resolver, they must act as the primary to co-ordinate activities with any related Buyer Suppliers or resolver teams.
SMR.01 3	Service Management and Service Integration	Major Incident Management	The Supplier must participate in Major Incident Management as requested and directed by the Buyer on a 24/7, 365 days per year (366 days in a leap year) basis in accordance with the Major Incident Management sections of the Buyer's Incident Management Policy and Incident Management Process
SMR.01 4	Service Management and Service Integration	Major Incident Management	The Supplier must ensure that all Major Incident Management tickets raised are updated in accordance within the SLA's.

SMR.01 6	Service Management and Service Integration	Problem Management	The Supplier must proactively conduct continuous improvement where trend analysis has identified recurring and repeat Incidents, with a view of implementing remediation in order to remove future reoccurrence of Incidents.
SMR.01 7	Service Management and Service Integration	Problem Management	The Supplier must when Services are affected, provide comprehensive problem resolution activities and proposal(s) to the Service Desk Supplier for submission to the Buyer or at the direction of the Authority.
SMR.01 9	Service Management and Service Integration	Problem Management	The Supplier must resolve problems to the satisfaction of the CDP Service Owner as per the SLA.
SMR.02 0	Service Management and Service Integration	Problem Management	The Supplier must on the CDP Service Owners request participate or provide input to, the Buyer's Problem Management regular governance forums where requested.
SMR.02 1	Service Management and Service Integration	Problem Management	The Supplier must perform a root cause analysis in accordance with the agreed process with the buyer.
SMR.02 2	Service Management and Service Integration	Problem Management	The Supplier must work collaboratively with the Buyer's third party Suppliers for the management and handling of Problems.
SMR.02 3	Service Management and Service Integration	Problem Management	The Supplier must execute remediations within the agreed Service Levels.
SMR.02 4	Service Management and Service Integration	Problem Management	The Supplier must perform root cause analysis and conduct a problem investigation to identify a permanent fix. Where a permanent fix is not possible, these deviations will be assessed in line with Buyer's risk appetite.
SMR.02 5	Service Management and Service Integration	Problem Management	The Supplier must issue root cause analysis reports to the Buyer for all Priority Level 1 and Priority Level 2 problems

SMR.03 2	Service Managem nt and Service Integration	Change Managem nt	All operational changes must be approved by the CDP Service Owner prior to implementation of the changes proceedings or at the direction of the Authority.
SMR.03 7	Service Managem nt and Service Integration	Change Managem nt	The Supplier must plan maintenance activities in order to minimise disruption to production services from "Operational Changes".
SMR.03 9	Service Managem nt and Service Integration	Change Managem nt	The Supplier must continue to proactively monitor the Service during any outage (planned or unplanned) and communicate back on any update to previously communicated outage timescales, to the Buyer's Incident Manager and CDP Service Owner.
SMR.04 0	Service Managem nt and Service Integration	Change Managem nt	The Supplier must provide early engagement (in advance of new CDP services going live) for tenant services to understand how change management will be executed for each new service prior to any operational changes being raised for the service in question.
SMR.04 8	Service Managem nt and Service Integration	Release and Deployment Managem nt	The Supplier must provide a detailed status and availability report on all lower-level/test environments as requested to the CDP Service Owner with 5 working days. . Status reports must include the environment versions and any planned upgrades due to be implemented to the environment.
SMR.04 9	Service Managem nt and Service Integration	Release and Deployment Managem nt	The Supplier must communicate and provide environment plans to the CDP Service Owner to avoid any potential conflict with Release's and downtime, including communicating key project commitments, plans, changes and project requirements.
SMR.05 9	Service Managem nt and Service Integration	Service Catalogue Managem nt	The Supplier must operate catalogue management in accordance with the direction of the CDP Service Owner.
SMR.06 0	Service Managem nt and	Service Catalogue Managem nt	The Supplier must publish and maintain the Services in the catalogue in accordance with the CDP Service Owner.

	Service Integration		The Supplier is responsible for creating and maintaining the content for their service offerings and making this available.
SMR.06 2	Service Management and Service Integration	Access Management	The Supplier must operate Access Management in accordance with the Buyer's Access Management Policy and Access Management Process
SMR.06 3	Service Management and Service Integration	Access Management	The Supplier must allow the Buyer access upon request to audit trails and logs of access requests to the services - the data is expected to be supplied in an agreed standard with the CDP Service Owner.
SMR.06 5	Service Management and Service Integration	Knowledge Management	The Supplier must work with the CDP Service Owner to complete regular reviews of knowledge or following a problem or feedback task.
SMR.06 6	Service Management and Service Integration	Knowledge Management	The Supplier must act as a Subject Matter Expert (SME) for the services and products provided to the Buyer. The Supplier must provide all essential information, that obtained during resolution stage and before closure, to the CDP Service Owner.
SMR.07 1	Service Management and Service Integration	ITSM Tooling	The Supplier must provide and maintain all system management, monitoring and administration tools required for the provision of the CDP Services and modules.
SMR.07 2	Service Management and Service Integration	ITSM Tooling	The Supplier must use system management, monitoring and administration tools in the delivery of their Services in accordance with the Buyer's policies, processes and procedures. In addition the Supplier must comply with DDTS Tools Authority
SMR.07 4	Service Management and Service Integration	ITSM Tooling	The Supplier must ensure appropriate delegation of rights to access the Supplier's tools, systems and associated capabilities to enable the Service Desk Supplier to perform First Contact Resolution for agreed incidents and Service Requests, including End User access requests.

SMR.07 7	Service Management and Service Integration	Event Management	<p>Using event monitoring tools, the Supplier must effectively operate event management, this includes as a minimum;</p> <ul style="list-style-type: none"> •Conducting proactive monitoring, •Pre-emptive fault identification, •Review alerts and events to manage the health, availability, and performance of the CDP Service that the Supplier supports. <p>The Supplier must immediately remediate all detectable and discernible event occurrence/monitoring/alert notifications, evaluate the impact of deviation caused to the Service and rectify the deviation to restore normal service operation, within the Service Levels and in accordance with the contract.</p>
SMR.08 2	Service Management and Service Integration	IT Business & Service Continuity Management	The Supplier must ensure that the levels of resilience and redundancy within the CDP Services are effectively monitored and maintained. The Supplier must notify the Buyer immediately upon the occurrence of any event that results in a loss of resilience to the Services provided, and no later than within 2 hours of the event.
SMR.08 3	Service Management and Service Integration	IT Business & Service Continuity Management	The Supplier must identify and mitigate risks or threats to business operations from specific events, including as a minimum, major international events, pandemics, malicious attacks, natural hazards,
SMR.08 4	Service Management and Service Integration	IT Business & Service Continuity Management	The Supplier must have in place, and share with the Buyer, a business continuity strategy for the Services, including as a minimum, people, premises, technology, information, Suppliers and stakeholders.
SMR.08 5	Service Management and Service Integration	IT Business & Service Continuity Management	The Supplier must have regularly updated business continuity arrangements that include business continuity incident management process, notification processes, recovery strategy/procedures and the estimated recovery time for products/services.
SMR.08 6	Service Management and Service Integration	IT Business & Service Continuity Management	The business continuity strategy must identify and document contingencies to mitigate the impact on the Services of an incident (including loss of your people, products/services and supplies).

SMR.08 7	Service Managem nt and Service Integration	IT Business & Service Continuity Managem nt	The Services and Goods must be resilient to climate change risks, such as storms, flooding, disrupted travelling conditions and power supplies, and ambient temperature increases, e.g. designing goods that can operate in extreme temperatures. The Supplier must consider how extreme weather events and a changing climate could affect its ability to source the products or deliver the services required under this contract as part of its business continuity planning.
SMR.08 8	Service Managem nt and Service Integration	IT Business & Service Continuity Managem nt	The Supplier must ensure that robust business continuity plans are established, tested, and maintained to guarantee the uninterrupted delivery of the CDP Services. The Supplier must notify the Authority immediately upon the occurrence of any event that affects the delivery of the Services, and no later than within 2 hours of the event.
SMR.08 9	Service Managem nt and Service Integration	Capacity Managem nt	The Supplier must operate capacity management for the CDP Services in agreement with the CDP Service Owner.
SMR.09 0	Service Managem nt and Service Integration	Capacity Managem nt	The Supplier must produce and make available, to the CDP Service Owner capacity reports with 5 days of a request, on a per site basis which include: (a) current resource utilisation; (b) resource utilisation trends and forecasts; and (c) issues and exceptions
SMR.09 1	Service Managem nt and Service Integration	Capacity Managem nt	The Supplier must develop, monitor, track and complete approved remediation action plans to address any capacity deficiency or surplus in accordance with the as otherwise agreed with the CDP Service Owner.
SMR.09 2	Service Managem nt and Service Integration	Capacity Managem nt	The Supplier must undertake proactive monitoring of capacity and trends including use of predictive modelling and recommend any required optimisation of the capacity to accommodate the Buyer's business requirements, future developments and growth forecasts.

SMR.09 3	Service Manageme nt and Service Integration	Capacity Manageme nt	The Supplier must proactively monitor the Buyer's Service availability and capacity utilisation on a 24 hours per day, 365 days a year (366 days in a leap year) basis and the breaching of agreed capacity thresholds for Teir 1 support. Where a breach is identified the Supplier must comply with Incident Management in accordance with the Buyer's Incident Management policy and Incident Management process . In addition and where required, refer to: 'Defra Incident Management Guidance'.
SMR.09 4	Service Manageme nt and Service Integration	Capacity Manageme nt	The Supplier must ensure that if/when a service is degraded and falls below the agreed service levels, the failover service/system must have sufficient capacity to meet ongoing requirements and continue to provide a solution that meets the agreed service levels.
SMR.09 5	Service Manageme nt and Service Integration	Capacity Manageme nt	The Supplier must report actual capacity status to the CDP service owner within 5 days of a request including limits and capacity thresholds, consumption, utilisation trends, peak usage and risks.
SMR.09 7	Service Manageme nt and Service Integration	Capacity Manageme nt	The Supplier must develop roadmaps and plans for capacity improvements, including as a minimum; capacity increases, capacity decreases, improved capacity solutions where the need for capacity upgrade (or reduction in capacity) has been identified.
SMR.09 8	Service Manageme nt and Service Integration	Availability Manageme nt	The Supplier must operate availability management in accordance with the Buyer's Availability Management Policy and Availability Management Process or at the direction of the Authority.
SMR.10 0	Service Manageme nt and Service Integration	Availability Manageme nt	The Supplier is required to ensure that all CDP Services (not tenant services) maintain 24x7 availability with an uptime of 99.99%, unless otherwise agreed upon in writing. Downtime is defined as any period during which the Services are not operational, excluding scheduled maintenance
SMR.10 6	Service Manageme nt and	Service Measureme nt and Reporting	The Supplier must provide the CDP Service Owner reporting on Service Performance against Service Levels, XLAs and KPIs, exceptions, risks and issues, CSI, Change

	Service Integration		and Problem, Security and compliance, supported by raw data where required by the Buyer.
SMR.10 7	Service Management and Service Integration	Service Level Management	The Supplier must operate Service Level Management procedures, in accordance to the Buyer's Service Level Management Policy and Service Level Management Process
SMR.10 9	Service Management and Service Integration	Service Experience	The Supplier must coordinate and collaborate with the Buyer and Other Suppliers and its customers to build, measure and report on experience level agreements (XLAs) (to be defined) and experience level indicators based on performance of users service actions; performance of user interfaces and user satisfaction with the overall service and specific components of the service or actions.
SMR.11 0	Service Management and Service Integration	Service Experience	End User experience (developer) must be a primary consideration for the Supplier and the roadmap must ensure their needs are reflected in the roadmap.
SMR.11 1	Service Management and Service Integration	Continual Service Improvement	The Supplier must continually improve the CDP service through and agreed roadmap with the CDP Service Owner.
SMR.11 2	Operational Services: Service Management and Service Integration	Enterprise Architecture	The Supplier must ensure that the design of Services conform to the Buyer's Architecture Governance processes and are approved appropriately.
SMR.11 3	Operational Services: Service Management and Service Integration	Enterprise Architecture	The Supplier must provide architecture artefacts to the CDP Service Owner. These artefacts, which describe the Services, must be made available to the Buyer prior to each Operational Service Commencement Date. Additionally, the Supplier must furnish a comprehensive list of all technologies to be utilised in the delivery of the Services before their deployment into Production.

SMR.11 4	Operational Services: Service Managem ent and Service Integration	Enterprise Architecture	The Supplier must update and maintain the architecture artefacts to the satisfaction of the CDP Service Owner and no artefact should be more than 6 months out of date.
SMR.11 7	Operational Services: Service Managem ent and Service Integration	Service Readiness	The Supplier must participate in Service Readiness Reviews as/when requested by the CDP Service Owner.
SMR.11 8	Operational Services: Service Managem ent and Service Integration	Roadmaps Infrastructur e Reporting	The Supplier must within three (3) months of the Effective Date, produce and make available to the Buyer for review and endorsement, a technology dataset for all technology elements that the Supplier: <ul style="list-style-type: none"> • has previously provided or managed (i.e., since the Effective Date); • currently provides or manages; • will provide or manage, evidencing how end of life technology will be replaced with supported technology until contractual obligations end.
SMR.11 9	Operational Services: Service Managem ent and Service Integration	Roadmaps Infrastructur e Reporting	The Supplier must at 3 months from formal endorsement of the previous dataset, repeating until the end of the contract and any extension period, produce and make available to the Buyer for review and endorsement, a technology dataset for all technology elements of CDP.
SMR.12 0	Operational Services: Service Managem ent and Service Integration	Roadmaps Infrastructur e Reporting	The Supplier must following an ad hoc request by the Buyer, produce and make available to the Buyer for review and endorsement, a technology dataset for all technology elements of CDP
SMR.12 2	Operational Services: Service Managem ent and Service Integration	Roadmaps Infrastructur e Reporting	The Supplier must co-operate with the Buyer and other Suppliers to visualise end to end technology roadmaps and allow the Buyer to share these roadmaps with Other Suppliers.

SMR.12 3	Operational Services: Service Managem nt and Service Integration	Service Validation and Testing	The Supplier must manage, plan, coordinate and execute all scheduled Testing activities to ascertain that CDP operates as required and deliver the overall functionality and performance expected.
SMR.12 4	Operational Services: Service Managem nt and Service Integration	Service Validation and Testing	The Supplier must be responsible and accountable for the execution of all testing activities relating to the CDP Services
SMR.12 5	Operational Services: Service Managem nt and Service Integration	Service Validation and Testing	The Supplier must be responsible and accountable for managing Test data, in compliance with data protection legislation, for Testing that pertain to the CDP Services.
SMR.12 7	Operational Services: Service Managem nt and Service Integration	Service Validation and Testing	The Supplier must provide and maintain test environments to support the test activities as defined by the authority
SMR.13 2	Service Managem nt and Service Integration	Risk Managem nt	The Supplier must provide visibility, understanding and transparency of all risk ownership, mitigation and management related to the CDP Services.
SMR.13 4	Service Managem nt and Service Integration	Risk Managem nt	The Supplier must conform to the Risk Governance routes as set out by the Buyer for any risk Escalations.
SMR.13 5	Service Managem nt and Service Integration	Accessibility	Must comply with “The Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018” (or the latest published version), but not limited to, timely publishing and updating of accessibility statement at no extra cost.

SMR.13 6	Service Managem nt and Service Integration	Assistive Technology	<p>For any services or products provided to Defra that have any user interaction or interface: The Supplier must: Comply with Web Content Accessibility Guidelines (WCAG) 2.2 AA or the latest version at time of development (not equivalents).</p> <p>*Undertake and provide a copy of an accredited 3rd party audit report, at the Supplier's expense to prove compliance with WCAG 2.2 AA, (or latest version at the time of development) before any software/OS release or update. Supplier must carry out Test Benching by the Supplier Assistive Technology service on any software update, prior to, releasing to Defra AT Users to UAT.</p> <p>*Commit to resolve any accessibility issues identified (including once deployed) within 2 months SLA with no charge to Defra (Or ALB)</p> <p>*Commit to share fixes with other customers</p> <p>*Accept and agree that the latest version of WCAG 2.2 AA standards will apply to the entire service whenever work is undertaken</p> <p>*Ensure compliance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 including, but not limited to, timely publishing and updating of accessibility statement at no extra cost.</p> <p>Demonstrate operability with the Defra Assistive Technology software includes (but not limited to):</p> <ul style="list-style-type: none"> - Dragon - Inspiration - JAWS - Mind Manager - Read and Write - RSI Guard and - ZoomText <p>Please note the Buyer does not accept VPATs as evidence.</p>
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SMR.13 7	Service Managem nt and Service Integration	Assistive Technology	For any services or products provided to Defra that have any user interaction or interface. The Supplier staffing model must include appropriate AT capabilities with, AT skills, experience and certified qualifications as defined by the Equality Act 2010 and recognised by leading Assistive Technology industry standards. With trained and proven experience in the Defra Corporate Assistive Technology software includes (but not limited to): - Dragon - Inspiration - JAWS - Mind Manager - Read and Write - RSI Guard and - ZoomText
SMR.13 8	Service Managem nt and Service Integration	Assistive Technology	For any CDP services or products provided to Defra that have any user interaction or interface. The Supplier must work collaboratively with the Buyer's third party Suppliers for the management and handling of Assistive Technology user incidents or requests.
SMR.13 9	Service Managem nt and Service Integration	Assistive Technology	For any CDP services or products provided to Defra that have any user interaction or interface. The Supplier must implement and progress Continual Service Improvement (CSI) to identify areas for improvement and efficiencies that ensures the Buyer's Assistive Technology offering remains current and appropriate for its needs.

4.2 The Non Functional Requirements for Service Management are as follows:

ID	Operat ional Area	Service Function	Requirement
SS M. 00 1	Servic e Manag ement	Supplier Managem ent	The Supplier must operate Supplier Management in accordance with the Buyer's Supplier Management Policy and process
SS M. 00 3	Servic e Manag ement	Supplier Managem ent	The Supplier must work with the Buyer to develop and maintain an Account Management Plan incorporating all contracts held with the Buyer, refer to: Buyer's Supplier Management Policy

S S M. 00 4	Servic e Manag ement	Supplier Manageme nt	The Supplier must operate with other Suppliers contracted by the Buyer, in accordance with the "Collaboration Agreement".
S S M. 00 5	Servic e Manag ement	Supplier Manageme nt	Suppliers where requested attend in all of the following Buyer collaboration activities: Ÿ Participate and show attendance at All Supplier All Hands calls. Ÿ Utilise the Supplier Connect portal for collaborative working and keeping abreast of the Buyer Supplier related news. Ÿ Participate and show attendance at bi-annual cross Supplier Strategy Away Days.
S S M. 00 6	Servic e Manag ement	Supplier Manageme nt	The Supplier must maintain a roadmap and backlog agreed with the CDP Service Owner that meets the constraints of budget and standards and demonstrably meets user needs.
S S M. 00 8	Servic e Manag ement	Supplier Manageme nt	The Supplier must participate in the Buyer's Supplier Relationship Management (SRM) meeting(s) and work to Key Performance Indicators (KPIs), this also includes participating in governance groups, responding to SRM survey(s), incentives and innovation goals. SRM surveys are completed by both the Supplier and the Buyer to measure the state of the relationship and satisfaction. Each SRM survey: - occurs every six (6) months; and - must be fully responded to within four (4) weeks of receipt (unless otherwise agreed).

S S M. 01 0	Service Management	Supplier Management	<p>For Tier 1 contracts, Suppliers must provide Supplier Management Reporting to the CDP Service Owner and Supplier Management (SRM). As a minimum, Supplier Management Reporting must include (but is not limited to):</p> <p>Service performance Report, High Profile Incidents and Events, Business Impact, Priority Level 1, 2, 3, 4 MI, Incident Management Trend Analysis, Implemented Roadmap and upcoming Roadmap (3 months both ways), Availability Management, Service Risks & Issues, Escalations and recommendations to other Boards. Service Level Agreement compliance</p>
S S M. 01 2	Service Management	Supplier Management	The Supplier must operate and comply to all onboarding aspects of the Buyer's on-boarding process
S S M. 01 3	Service Management	Supplier Management	The Supplier must submit an exit management plan within 3 months of the effective date and use reasonable endeavours to work with the Buyer to agree to the contents within 20 working days of it's submission.
S S M. 01 5	Service Management	Supplier Management	The Supplier must provide Termination Assistance Services following expiry of the contract at the request of the Buyer and for a reasonable period to assist in the transition of the services to another party
S S M. 01 6	Service Management	Supplier Management	The Supplier must support and assist the Buyer in the re-procurement of the services providing relevant, accurate and up to date information in a timely manner.
S S M.	Service	Supplier Management	The Supplier must provide full details of all transferrable assets (licences, contracts, physical assets) to enable their timely transfer including details

017	Management		of any people that provide the services and may be subject to TUPE legislation
SSM.018	Service Management	Supplier Management	The Supplier must return or destroy any data or other information relating to Defra in accordance with our reasonable instructions and policies and cease using Defra's systems, data and / or locations.

4.3 The Non Functional Requirements for Security are as follows:

ID	Operational Area	Service Function	Requirement
SEC.001	Information Security	Security Management	The Supplier must have Cyber Essentials Plus certifications, and ISO/IEC 27001:2022
SEC.002	Information Security	Security Management	The Supplier must provide evidence of adherence to established good practice such as adherence to security controls recommended by NCSC, OWASP, NIST, etc
SEC.003	Information Security	Security Management	<p>The Supplier must comply with the following Defra Group Security policies where relevant to the service provided. Policies will be amended and updated over the period of the contract and Suppliers are required to comply with any revised policies relevant to the service provided that are issued :</p> <p>Defra Group Acceptable Use Policy Defra Group Access Control Policy Defra Group Business Continuity Policy Defra Group Classification Policy Defra Group Data Loss Prevention Policy Defra group Filming Photography and Audio Recording Policy and Guidance Defra Group ICT Technical Vulnerability Management Policy Defra Group Info Systems Acquisition Dev and Maintenance Policy Defra Group Information Assurance and Security policy Governance Defra Group Information Risk Policy Defra Group Offshoring Security Policy Defra Group Password Policy Defra Group Personnel Security Policy Defra Group Physical Security Policy</p>

			Defra Group Protective Monitoring Policy Defra Group Removable Media Policy Defra group Secure IT Lifecycle Policy Defra Group Security Clear Desk and Clear Screen Policy Defra Group Security Incident Response Management Policy DgS Compliance and Assurance Policy DgS Cyber and IT Security Assurance Policy
SE C. 00 4	Information Security	Security Management	The Supplier must participate and comply with the Defra Group Security (DgS) security assurance process, including the use of tooling, providing security and privacy documentation and information, and mitigate risks to levels acceptable to the Buyer.
SE C. 00 6	Information Security	Security Management	The Buyer shall have the right of audit, on provision of 20 working days notice.
SE C. 00 7	Information Security	Security Management	The Supplier must ensure that all staff with access to Buyer information, data or systems are vetted to appropriate standards (minimum BPSS or national equivalent with elevated clearance levels for certain role types to be agreed with the Buyer).
SE C. 00 8	Information Security	Security Management	The Supplier must review, in conjunction with the Buyer, the roles and responsibilities of the supplier services provided that will be involved in the management and/or provision of the Services in order to enable the Buyer to determine which services, if any, require additional vetting and a specific national security vetting clearance (e.g., a Counter Terrorist Check or a Security Check).
SE C. 00 9	Information Security	Security Management	Any Cloud infrastructure used by the Supplier to provide services to the Buyer must be secured in accordance with the NCSC's Cloud security principles. www.ncsc.gov.uk/collection/cloud/cloud-security-principles

S E C. 01 0	Informa tion Securit y	Security Manage ment	The Supplier shall demonstrate an effective vulnerability management system, including their own systems and the service supplied to the Buyer. The timeline for remediating vulnerabilities and risks posed shall also be provided to the Buyer.
S E C. 01 1	Informa tion Securit y	Security Manage ment	The Supplier must provide evidence of security monitoring for unusual activity and maintenance of records of events for future analysis and make available any logs and audit data relating to the service if required by the Buyer.
S E C. 01 2	Informa tion Securit y	Security Manage ment	Suppliers shall have a robust security incident response plan, which includes how they propose to work with the Buyer on incidents that impact Buyer data, systems, facilities, or personnel. The Supplier must provide details of the security incident management process relating to security incidents involving Buyer information, data or systems.
S E C. 01 3	Informa tion Securit y	Security Manage ment	All access to the service by Supplier staff must be logged and stored securely should analysis of this information be required for a minimum of 2 years.
S E C. 01 4	Informa tion Securit y	Security Manage ment	The Supplier must provide details on how the service is segregated from other customers so that the Buyer can determine whether the service is adequately protected.
S E C. 01 5	Informa tion Securit y	Security Manage ment	The Supplier shall facilitate the provision of an ITHC (penetration test) using a CREST Service Provider or CHECK Service Provider at least annually across the scope of the service. Vulnerabilities discovered as part of this activity will be remediated at the point in time in line with Buyer risk appetite. After agreeing the scope to the Buyer for review and approval, on completion the Supplier shall provide a Remedial Action Plan (RAP) detailing the timeline and actions to be taken to remediate any identified vulnerabilities.
S E C. 01 6	Informa tion Securit y	Security Manage ment	The Supplier must provide details on how they will manage access control to ensure that access to Buyer data is limited to only that required for users to perform their roles.
S E C. 01 7	Informa tion Securit y	Security Manage ment	The Supplier must confirm that data will only be stored and processed for its intended purpose and that the storage and processing will comply with relevant legislation.

SE C. 018	Information Security	Security Management	The Supplier must confirm that system data will not be shared with any other party without prior approval and that only the minimum data will be shared to meet the approved needs.
SE C. 019	Information Security	Security Management	The Supplier must provide support to the Buyer in its role as Data Controller of information provided to the Supplier acting as a Processor. This includes information relating to appropriate organisational and technical controls put in place to secure the data, support for data subject's rights, compliance with data protection regulation, and only processing data as detailed in contracts and agreements with the Buyer.
SE C. 020	Information Security	Security Management	The Supplier should provide evidence of management of the integrity of the CDP service data (not tenant service data), e.g. after a service outage.
SE C. 021	Information Security	Security Management	The Supplier must identify all third parties involved in the core Supplier's service (CDP), detail the services they provide and provide evidence that they will meet the same security standards of the Supplier. The Supplier shall ensure the flow-down to sub-contractors of contractual obligations. Services not provide by the core CDP i.e. Tenant services and CCOE are not in scope.
SE C. 022	Information Security	Security Management	The Supplier must detail any national or international supply chains upon which the service is dependent, to include software, hardware and/or services.
SE C. 023	Information Security	Security Management	The Supplier shall indicate all reliance to offshored support and management of the service and what those offshored resources and locations will be. The Buyer may allow offshoring on a case-by-case basis. However, where the Supplier intends to use offshored support this shall be highlighted in the Bid and subsequent Security Management Plan (SMP) along with appropriate controls to reduce the risk.
SE C. 024	Information Security	Security Management	The Supplier must make the Buyer aware of any significant changes to the service. Such changes might include re-hosting, architectural changes, major code changes or changes to support arrangements.
SE C. 025	Information Security	Security Management	The Supplier shall demonstrate their Secure Software Development Lifecycle (SSDLC) processes which include security and privacy by design and default. This shall include their vulnerability management, secure

			coding, release paths, testing, environment separation, and escalation through the environments
S E C. 02 6	Informa tion Securit y	Security Manage ment	Suppliers shall have a robust business continuity plan, which includes how they propose to work with the Buyer on incidents that impact Buyer data, systems, facilities, or personnel.
S E C. 02 7	Informa tion Securit y	Security Manage ment	Where, the activity is likely to draw interest from specific threat actors, the Supplier shall have actions in their incident response plans to deal with and mitigate impacts from their activities.
S E C. 02 8	Informa tion Securit y	Security Manage ment	Where, the activity is likely to draw interest from specific threat actors, the Supplier shall have actions in their business continuity plans to deal with and mitigate impacts from their activities.
S E C. 03 2	Informa tion Securit y	Security Manage ment	If the Supplier processes payments on behalf of the Buyer, they shall demonstrate certification to Payment Card Industry - Data Security Standard (PCI-DSS) as well as providing assurance of the controls they have in place
S O C. 00 1	Operati onal Manag ement	Security Operatio ns Centre	The Supplier must accept tickets from the DEFRA Security Operations Centre using the Buyer's IT Service Management tool and investigate as per the agreed SLA.
S O C. 00 2	Operati onal Manag ement	Security Operatio ns Centre	The Supplier must support requests for additional log data, to support the Buyer's cyber incident response process when required. The Supplier must comply Defra Group Security Incident Response Management Policy.
S O C. 00 3	Operati onal Manag ement	Security Operatio ns Centre	Should the Supplier require the use of any subscriptions/resources in Defra's cloud tenancies (Azure/AWS, managed by the Cloud Centre of Excellence) in order to provide any aspect of their services, whether in production or pre-production, these will be protectively monitored by Defra SOC unless the Buyer explicitly requests the Supplier to carry out the protective monitoring or until such a time as the Buyer requires the Supplier to carry out the protective monitoring.
S O C. 00 4	Operati onal Manag ement	Security Operatio ns Centre	The Supplier must provide the Defra Security Operations Centre (SOC) with a single point of contact with whom the Defra SOC can liaise on operational matters.

4.4 The Non Functional Requirements for Sustainability and Social Values are as follows:

ID	Operational Area	Service Function	Requirement
SUS.002	Sustainability	Sustainability - General	<p>The Supplier must reduce unsustainable impacts of services provided whilst enabling the Buyer to meet its environmental and net zero objectives. The service must be designed with industry best practice sustainability principles, delivering positive environmental outcomes and improving resilience.</p> <p>The Supplier must agree to deliver the service in line with the Buyer's net zero targets and commitments, as follows:</p> <ul style="list-style-type: none"> • The Department for Environment, Farming and Rural Affairs (core Government Department) has a target to reach net zero emissions by 2050 Reference: https://www.gov.uk/government/publications/net-zero-strategy • The Environment Agency has committed to reach net zero by 2030 Reference: https://www.gov.uk/government/publications/environment-agency-reaching-net-zero
SUS.003	Sustainability	Sustainability - General	<p>The Supplier must ensure that the provision of the services to the Authorities efforts to achieve and comply with:</p> <ul style="list-style-type: none"> • Defra group sustainable information technology (IT) strategy or the latest published version, reference: https://www.gov.uk/government/publications/defra-group-sustainable-information-technology-it-strategy • Greening government: ICT and digital services strategy 2020 to 2025, reference: https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025 • Greening government commitments 2021 to 2025, reference: https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025
SUS.005	Sustainability	Sustainability - General	<p>The Supplier must (when designing, implementing and delivering the Services) adopt the applicable elements of the UK Government's Technology Code of Practice as</p>

			documented at https://www.gov.uk/service-manual/technology/code-of-practice.html
SUS.0 06	Sustainability	Sustainability - General	The Supplier must ensure that IT Assets shall as a minimum comply with Government Buying Standards(GBSs) at https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs where those standards exist for the asset type concerned i.e. laptops, desktops, workstations, scanners and printers.
SUS.0 09	Sustainability	Sustainability - General	The Supplier must comply with all relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2013 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU). Reference: https://www.legislation.gov.uk/uksi/2013/3113
SUS.0 11	Sustainability	Sustainability - General	The Supplier must support the Buyer to deliver 0% to landfill with an annual increase in reuse and materials recycled through the provision of any service.
SUS.0 12	Sustainability	Sustainability - General	The Supplier must use reasonable endeavours to avoid use of packaging, paper and card for any services and products provided to the Buyer. Pulp and paper must not be chlorine treated. If any materials required to perform the services and products to the Buyer (e.g.: deliveries, printouts). All the material must be 100% recycled or re-usable or re-cyclable.
SUS.0 13	Sustainability	Sustainability - General	In supporting the Buyer to reduce its supply chain's greenhouse gas emissions, the Supplier must avoid fuel emissions in transporting goods and in Supplier Staff travel to Buyer Premises for staff engaged in delivering Services wherever possible, and without exclusion, by: using e-conferencing services, using logistics to rationalise journeys and minimise miles travelled in the transportation of goods to Buyer Premises, provide online training to minimise travel and use electric/hybrid vehicles or the rail service rather than petrol or diesel powered vehicles.

SUS.0 14	Sustainability	Sustainability - General	<p>The Supplier must explain the sustainability requirements to all Supplier Staff and sub-contractors involved in the performance of the Supplier's obligations under this Contract. The Supplier shall ensure that equivalent obligations to those contained in this Contract are included in any contract with any sub-contractor that is connected to this Contract. The Supplier must ensure that that all Supplier and sub-contractor Staff, regardless of role:</p> <ul style="list-style-type: none"> - are made aware of the requirements of this Schedule; - are trained and competent to deliver the requirements of this Schedule appropriate to their role; and - in the case of the Supplier Staff, receive training on the contents of this Schedule: <ul style="list-style-type: none"> -as part of their induction when joining the Supplier Staff; and -at least annually thereafter. <p>The Supplier shall ensure that equivalent obligations to those contained in this Contract are included in any contract with any sub-contractor that is connected to this Contract. The Supplier acknowledges that sub-contractors include:</p> <ul style="list-style-type: none"> • those providing services that indirectly support the provision of the Services; and • any organisation that provides the Premises or any facilities or services on the Premises.
SUS.0 15	Sustainability	Sustainability - General	<p>The Supplier must work proactively with the Buyer to share good practice, input to strategic thinking and activities, and support the improvement of sustainability performance, for example through participating in cross-government forums focused on climate, environment and sustainability, such as the Government Digital Sustainability Alliance</p>
SUS.0 17	Sustainability	Sustainability - Hardware	<p>The Supplier must have circular ICT policies and strategies, and products are routinely designed for durability, ease of maintenance and recycling. Problematic materials and substances have, or are being, phased out of use. A disposal plan must be submitted to outline how assets pertaining to the Service (on The Buyer's estate or off-site) will be managed at end of life and/or for assets being decommissioned as part of the service provide.</p>

			Reference: https://www.gov.uk/guidance/dispose-of-waste-to-landfill#dispose-of-problematic-waste
SUS.0 20	Sustainability	Sustainability - Hardware	The Supplier must ensure and demonstrate the new assets deployed for the service (on Defra estate or off-site) have minimised the use of non-renewables, rare earth metals and critical raw materials in their construction and maximised the use of recycled/recovered materials and materials from renewable sources.
SUS.0 21	Sustainability	Sustainability - Hardware	For asset types where there are no Government Buying Standards or Green Public Procurement criteria available, the Supplier must ensure that the models of asset deployed (pertaining to the Service deployed on Defra estate or off-site) have Energy Star (using ECMA or equivalent declarations agreed with the Buyer), and comply with EPEAT or equivalent schemes for sustainable management of resources and energy over the asset lifecycle.
SUS.0 22	Sustainability	Sustainability - Hardware	The Supplier must comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Supplier should ensure that any data centre used in delivering the Services is registered as a Participant under this Code of Conduct, or provide evidence that the best practices therein have been adopted, as per the latest best practice guidelines published in 2024. References: https://joint-research-centre.ec.europa.eu/scientific-activities-z/energy-efficiency/energy-efficiency-products/code-conduct-ict/european-code-conduct-energy-efficiency-data-centres_en https://e3p.jrc.ec.europa.eu/publications/2024-best-practice-guidelines-eu-code-conduct-data-centre-energy-efficiency
SUS.0 35	Sustainability	Social Value	The Supplier must ensure opportunities to recruit and employ apprentices attract and are inclusive to candidates from all backgrounds including those who face barriers to employment (e.g. those from deprived or underrepresented backgrounds, ex-military, ex-offenders). The Supplier must report to the

			Buyer the numbers of apprentices employed and the wider skills training provided, during the delivery of the service.
SUS.0 36	Sustainability	Social Value	<p>The Supplier must demonstrate regularly how they are delivering their social value plan as set out in their response and demonstrate evidence that the outcomes are delivered through the following:</p> <ul style="list-style-type: none"> • The Supplier must deliver their social value commitments set out within their social value plan. This includes providing regular updates to the Buyer on the approach taken, progress against the action plan and details of the outcomes/value delivered (quantity and quality) • The Service Provider, as an organisation, addresses workforce imbalance by supporting disadvantaged, underrepresented and minority groups into employment (including apprenticeships and other training schemes) throughout the Service Period. • The Service Provider will support the Client in highlighting opportunities to provide wider social, economic, or environmental benefits to local and/or national communities through the delivery of the contract. The Service Provider will provide details to the Client of the approach taken, progress made and benefits delivered.
SUS.0 38	Sustainability	Social Risks - Supply Chain	When sub-contracting, the Supplier must ensure that supply chain opportunities are inclusive and accessible to Small and Medium Enterprises (SMEs) and Voluntary Community and Social Enterprise (VCSE) organisations, Mutuels, new businesses and entrepreneurs and other underrepresented business groups. The Supplier must identify barriers for these organisations and will work actively to remove them, ensuring equal opportunities to compete.
SUS.0 39	Sustainability	Social Risks - Supply Chain	The Suppliers must at all times be compliant with the provisions of the Modern Slavery Act 2015.
SUS.0 40	Sustainability	Social Risks - Human Rights	The Supplier must have completed the Modern Slavery Assessment Tool (MSAT) prior to Award.
SUS.0 41	Sustainability	Social Risks - Human Rights	The Supplier must re-visit their assessment regularly and when there are key changes that could change their risk of modern slavery. The Supplier must share the action plan from the

			assessment with the Buyer and proactively work to address the actions identified regularly reporting on continuous improvement against the actions.
SUS.0 44	Sustainabi lity	Social Risks - Human Rights	The Supplier must use reasonable and proportionate to endeavours ensure that workers employed within its supply chain are treated fairly, humanely, and equitably.
SUS.0 45	Sustainabi lity	Social Risks - Human Rights	The Supplier must comply with Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
SUS.0 46	Sustainabi lity	Social Risks - Human Rights	The Supplier should support the Buyer to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of the Authorities Equality, Diversity & Inclusion Strategy.
SUS.0 47	Sustainabi lity	Social Risks - Equality, Diversity & Inclusion	The Supplier should meet the standards set out in the Government's Supplier Code of Conduct.
SUS.0 48	Sustainabi lity	Social Risks - Equality, Diversity & Inclusion	<p>The Supplier must have an approach in place to identify any equality impacts (both positive and negative) in the delivery of this contract, and to mitigate any negative impacts and realise the opportunities, including (but not limited to):</p> <ul style="list-style-type: none"> • How solutions are accessible to disabled customers and staff (including those with physical disabilities, sensory impairments, and neurodiverse conditions) • How they will ensure that language used is inclusive of all protected groups (as defined by the Equality Act)
SUS.0 49	Sustainabi lity	Social Risks - Equality, Diversity & Inclusion	The Supplier must monitor at every stage of delivery of the contract, whether the solutions developed, or services delivered present any barriers to any of the protected groups and ensure that any such barriers will be addressed.
SUS.0 50	Sustainabi lity	Social Risks - Equality, Diversity & Inclusion	The Supplier must ensure that processes are in place to gather feedback from the Buyer and from end users, including feedback on Equality, Diversity & Inclusion issues, and ensure that action plans are put in place to address any

			feedback received and progress regularly monitored.
SUS.0 51	Sustainability	Social Risks - Equality, Diversity & Inclusion	The Supplier should, as an organisation, addresses workforce imbalance by supporting disadvantaged, underrepresented and minority groups into employment (including apprenticeships and other training schemes) throughout the Service Period.
SUS.0 52	Sustainability	Social Risks - Equality, Diversity & Inclusion	The Supplier must comply with the Authorities Whistleblowing requirements

.6 Annex A – TEMPLATE - Statement of Work for Digital Outcomes

Upon execution, this SOW forms part of the Call-Off Contract (reference below). The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables/requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW. All SOWs must fall within the Services Specification and provisions of the Call-Off Contract. The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Statement of Work Unique & Specific Title								
Choose an item.								
Call-Off Contract Title								
Call-Off Contract Reference								
Supplier Management Contract Ref								
Defra SOW Reference	SOW_Supplier Shorthand Ref_0001 to be taken from Cost Model							
Supplier Reference								
SOW Grand Total Value	£xxx,xxx.xx							
SOW Start Date	Click or tap to enter a date.							
SOW End Date	Click or tap to enter a date.							
Cost Centre Name & Number	Other (write in)							
Spend Split	POL Project Name	POL Project Identifier		Analysis Code	Category Code	Task Code	R DEL %age	C-DEL %age
	Project not in POL: <input type="checkbox"/>							
VAT Recoverable	Costs are VAT Recoverable: <input type="checkbox"/> Costs are NOT VAT Recoverable: <input type="checkbox"/>							
Confirm Project Tier	Choose an item.							
Project PAB Reference & Value	Ref:			CDDO Work Criticality Assessment Passed <input type="checkbox"/>				
Assurance confirmation	Approved Spend Value:			OR PAB approval not needed as work internal / resource augmentation <input type="checkbox"/>				
	PAB Date:							

Digital Outcomes SOW Template Issue 001

Statement of Work Unique & Specific Title		
Delivery Method	Agile	
Charging Basis	Click or tap to enter charging basis	
Scope Requestor	Scope Requestor Name & Job Title	
	Signature (confirming you have created the scope/demand)	
	Date SOW / Demand Re-requested	
Budget Holder Approver	Enter name of ONE project budget holder / approver	
Buyer	Secretary of State for Environment, Food & Rural Affairs	

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COSTS ARE VAT RECOVERABLE: <input type="checkbox"/>	1
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VERSION CONTROL

Version No.	SOW Ref	Changes Made	Made By	SMT Owner	Date
001	e.g.SOW_BIF_001	New SOW			
002	e.g. cSOW_BIF_001A	e.g., Deliverables & Milestone Dates – new outcomes added, and dates extended. Supplier Cost Forecast – updated to reflect new outcomes.			
003					

PROJECT OVERVIEW

Enter a short summary paragraph of the services/project this SOW is supporting & any pertinent project/programme background or key information related to the specific workstream. Existing team size, key dates, existing team profile, any known constraints or risks or issues?

DIGITAL OUTCOMES OVERVIEW

Enter a high-level summary in a paragraph or couple of bullet points of the digital outcomes to be delivered e.g., this is to create suitable software to do... / security testing of ... What is the problem that needs to be solved? What deliverable needs creating / reviewing? What gateway(s) need to be passed? Any additional / project specific material available?

SIGNIFICANT DEFRA DIGITAL, DATA, TECHNOLOGY & SECURITY (DDTS) STANDARDS¹

- [Software Development](#)
- [Quality Assurance Testing](#)²
- [Service Standards](#)³
- [Technology Code of Practice](#)
- [DDTS Tools Authority Common Technology Choices](#)
- [OWASP Security Standards](#)
- [CCTS Assurance Guardrails](#)
- [MRS Code of Conduct](#)
- [MRS Binding guidelines](#)

AGILE PHASE(S) SUPPORTED BY THIS SOW

This SOW is intended to capture digital outcomes that contribute to the successful completion of an agile phase, or part thereof, but the not the overall phase completion responsibility. Choose an item.

NON-AGILE PHASE(S) SUPPORTED BY THIS SOW

This SOW is intended to capture digital outcomes that contribute to the successful completion of a Digital Delivery project, or part thereof, but the not the overall project completion responsibility. Choose an item.

SECURITY VETTING CHECKS REQUIRED

BPSS within the last 3 years is the minimum mandatory level for all roles and Supplier is responsible for ensuring this requirement is met.

SC is required ☐

¹ These are key standards called out by Defra for this activity, however all current and relevant standards per the contract shall be required to be adhered to

² This link also gives practical examples of expected outcomes & requirement documentation from QAT.

³ [Review here for examples of success criteria in Service Standards](#)

List roles here, from the Suppliers team profile, which will require further levels of clearance.

LAPTOPS & CONNECTIVITY CHANGES

No change, existing kit in use ☐

Defra laptops will be arranged via MyIT ☐

[It is the responsibility of the CS Business Owner to raise individual requests for pre-agreed roles via MyIT and to collect the kit as the consultant leaves]

Supplier business-owned laptops needed ☐ [NB Suppliers must NOT use personal laptops at any time]

Non-standard software / environment access required: ☐ Provide details here & for which roles

Non-standard licences required: ☐ Provide details here & for which roles

Confirm who is purchasing / providing the licence(s): Defra ☐ Supplier ☐

LOCATIONS

Please confirm, if required, the Defra hub that shall be considered the base location(s) for hybrid working and no associated travel expenses shall be incurred related to Supplier consultants working at the location(s) for actively directly contributing to this SOW.

[Click or tap here to enter text.](#)

Is there a contractual, political or security justification to limit to UK-based team only ☐

[Click or tap here to enter text.](#)

NB: If Supplier wants to propose an optional team profile of near- and / or off-shore resources for consideration, this must be presented as a separate table with the benefits clearly defined.

DIGITAL OUTCOMES, ACCEPTANCE CRITERIA & MILESTONES

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed.

Digital Outcome Reference	Digital Outcome Detail	Key Supplier Deliverable(s)	Definition of Done for Buyer	Digital Outcome Due Date
001	Example Up-to-date costing data ⁴	Example a) Updated 3-month rolling cost forecast for the SOW. b) Updated full year cost forecast vs actuals.	Example On time delivery. Data accuracy.	Example Before end of 3 rd week every month.

DIGITAL OUTCOME COMPLETION CRITERIA

The Supplier shall notify the Buyer following the achievement of each outcome/deliverable and at the same time provide sufficient evidence to enable the Buyer to verify the achievement of the outcome/deliverable.

CHARGING METHOD FOR THIS SOW (DELETE THOSE NOT APPLICABLE FOR THIS SOW)

.6.1 Fixed Price

Invoiced monthly in arrears based on agreed Deliverables, invoice to be presented to DEFRA by the working day of the month agreed in the contract & with an updated min. 6-month forward spend forecast against remaining budget.

.6.2 Milestone Payments

Invoiced based on agreed Deliverables which are deemed contractually satisfactorily delivered, (draft) invoice to be presented to DEFRA by working day of the month agreed in the contract along with proof of delivery acceptance & updated forward spend forecast against any remaining milestones.

.6.3 Capped Time and Materials

Invoiced monthly in arrears based on agreed Deliverables and within the capped cost limit, (draft) invoice to be presented to DEFRA by working day of the month agreed in the contract along with agreed Management Information to allow project cost reconciliation e.g., roles, rates, project, cost centre, days worked in the month per workstream, value. Updated min. 3-month rolling forward (current month + 2

⁴ Please overwrite this with outcome specific to the programme need

months) spend forecast to be provided by no later than -3 working days before last working day of each month.

.6.4 Time and Materials

Invoiced monthly in arrears based on agreed Deliverables, (draft) invoice to be presented to DEFRA by working day of the month agreed in the contract along with agreed Management Information to allow project cost reconciliation e.g., roles, rates, project, cost centre, days worked in the month per workstream, value. Updated min. 3-month rolling forward (current month + 2 months) spend forecast to be provided by no later than -3 working days before last working day of each month.

.6.5 Travel Expectations & Expenses

All expenses must be pre-approved by Buyer. All expenses **must** be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety.

.6.6 Overtime & On-Call

There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be captured by up revving this SOW to a cSOW outlining the agreed deliverables for any additional work and capturing the changes within the version control table.



Department
for Environment
Food & Rural Affairs

DDTS Digital Delivery Statement of Work

SUPPLIER TEAM PROFILE

NB: If Supplier wants to propose an optional team profile of near- and / or off-shore resources for consideration, this must be presented as a separate table with the benefits clearly defined.

Outcomes to be delivered	Phase(s) of Work	Service Component (Supplier Role/Title)	Work Location (UK / Near Shore / Offshore)	Day Rate £GBP	SFIA Level (use different row for different SFIA across one service)	Total Units providing service (1 = 1 person)	Number of working days of service billed (NOT same of total avail working days)	Cost of Service	R-DEL £	C-DEL £	Service Start Date	Service End Date	Supplier Comments
Ex 1				X		Y	W	$=((X*W)*Y)$					
Ex 2													
Ex 3													
Total Cost of SOW Service excl VAT								£ Q					
(Forecast) Expenses Max Limit								£ G					
Total Cost of SOW excl VAT								Q + G					

SUPPLIER COST FORECAST TIME & MATERIALS⁵

⁵ Delete table if project is fixed cost / Milestones

Workstream / Project	Forecast Spend SOW End	Example Month 1 Projecti on	Example Month 2 Projecti on	Example Month 3 Projecti on	Example Month 4 Projecti on	Example Month 5 Projecti on	Example Month 6 Projectio n	R DEL Total	C DEL Total
Project 1 / Workstream 1	£	£	£	£	£	£	£	£	£
Project 2 / Workstream 2	£	£	£	£	£	£	£	£	£
Expenses	£	£	£	£	£	£	£		
Monthly Totals	£	£	£	£	£	£	£	£	£



Department
for Environment
Food & Rural Affairs

DDTS Digital Delivery Statement of Work

SUPPLIER COST FORECAST FIXED COST⁶

Service Ref	No of chargeable units (half / full days)	Work Location (UK / Near Shore / Offshore)	Month 1 Charge	Month 2 Charge	Month 3 Charge	Total Service Charge	R-DEL	C-DEL	Service Start Date	Service End Date
Project 001 / Workstream 001			£0000	£0000	£0000	£0000	£0000	£0000		
Project 002 / Workstream 002			£0000	£0000	£0000	£0000	£0000	£0000		
Project 003 / Workstream 003			£0000	£0000	£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream			£0000	£0000	£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream in R-DEL			£0000	£0000	£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream in C-DEL			£0000	£0000	£0000	£0000	£0000	£0000		
	Total SOW Charges excl. VAT					£0000				
	Total Apportioned to R-DEL					£0000				
	Total Apportioned to C-DEL					£0000				

⁶ Delete table if project is T&M / Milestones



DDTS Digital Delivery Statement of Work

SUPPLIER COST FORECAST MILESTONE PAYMENTS⁷

Service Ref	Milestone / Outcome Name	Milestone / Outcome Description	Milestone / Outcome Due Date	Milestone / Outcome Definition of Done	Total Cost
Example 1					£0000
Example 2					£0000
Example 3					£0000
Total SOW Charges excl. VAT					£0000
Total Apportioned to R-DEL					£0000
Total Apportioned to C-DEL					£0000

⁷ Delete table if project is T&M / Fixed Cost



ASSUMPTIONS & DEPENDENCIES

e.g.

- Info needed by Supplier from Buyer by DDMMYYYY to hit outcomes, otherwise...

KEY SUPPLIER CONTACTS

KEY BUYER CONTACTS

CALL-OFF CONTRACT CHARGES

For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges will be as per the charging method in the signed contract and will be calculated using the agreed rates in that same contract.

The Supplier will provide a detailed breakdown across SOWs with sufficient detail to enable the Buyer to verify the accuracy of Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- Defra SOW reference;
- Supplier SOW reference (if applicable);
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable) and the pre-approval from the project;
- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a monthly summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge



- Forecast of spend for each SOW to at least financial year end or next 6 months, whichever is longer.

If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded. ²

Invoices are required to show the following details required for accurate billing as detailed on the PO to include, but not limited to:

- Defra PO Number
- Defra PO Line Number (if multiple lines on PO)
- Defra Cost Centre
- Defra SOW reference(s)
- Defra Workstream / project code
- Defra Analysis Code / Evaluation Code
- Defra Task Code
- Supplier Name*
- Supplier Invoice Number
- Net & Gross Amount
- Clear detail of when spend was incurred

*The Supplier Name must match the name on Defra SOP confirmed by Supplier at account set up otherwise the invoice will be automatically rejected.

Multiple SOWs can operate concurrently. Risks or contingencies shall be included in the charges.



REGULAR MEETINGS / REPORTING (DELETE IF NOT REQUIRED)

This table can be used to capture any existing / required meetings or reporting cadences that Supplier must attend / produce. Other meetings, reporting and communications shall be required throughout the term of the SOW and will be communicated to Supplier through day-to-day project interactions and shall not require this SOW to be updated to reflect them. Any commercial discussions or quality/timeliness concerns shall be initially raised with and include Supplier Management.

Governance / Meeting / Report Type	Frequency	Buyer Stakeholder(s) (Roles)	Supplier Stakeholder(s) (Roles)
Example Firm-forecast (3 weeks known/1 week forecast spend for current month)	Example No later than 4 working days before last working day of month	Example <ul style="list-style-type: none"> n/a 	Example <ul style="list-style-type: none"> n/a
Example Fortnightly check points	Example Weekly until SOW is completed	Example <ul style="list-style-type: none"> Programme Delivery Manager Procurement Team Sr Service Manager Supplier Manager 	Example <ul style="list-style-type: none"> Delivery Partner Transition Manager Test Lead Client Partner
Example SOW Sign-off Review	Example Final Meeting for SOW sign-off	Example Same as above	Example Same as above

VARIATIONS

As stated in the call-off contract, the client has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Client will mutually agree a variation within five calendar days.

GENERAL

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services/Outcomes that are to be delivered under this SOW and will not apply to any other SOWs executed or to be executed under this Contract unless otherwise agreed by the Parties.



There shall be no 'working at risk' e.g. any Supplier consultant(s) landed without a fully approved SOW that covers their period of service and details the outcomes. Start dates shall be agreed with Supplier Management and Buyer shall not be liable for any charges outside of pre-agreed dates. For the purposes of security and planning :

1. Any plan to replace or demobilise the service requires notice of at least 15 (fifteen) working days from the Supplier and to be agreed with Buyer in advance.
2. In addition, two or more changes within the service in the window of 4 (four) weeks requires a minimum notice period of 15 working days from the Supplier to the Buyer.

Supplier or Subcontractor personnel providing the services: (i) may be substituted by the Supplier or Subcontractor with staff of equivalent skills and expertise providing reasonable notice of minimum 15 working days to the Buyer where practicable; and (ii) remain under the management and control of the Supplier or Subcontractor at all times.

The Parties recognise that the requirements may be varied or subject to further elaboration as part of the agile process and the indicative resource profile may flex where necessary to accommodate changes to the Buyers requirements.

Supplier shall provide Supplier Management with a list of all starters / leavers / movers on the contract at the end of each week. Supplier Management will provide a template of required data. The Supplier and Subcontractor shall work in collaboration with the Buyer and other third parties associated with the programme.

SUBCONTRACTORS

Supplier to list here any Subcontractors, per Contract definition, intended to be utilised in the provision of delivery of this SOW, or state 'None'.

-

SOW END DATE

Supplier Management shall contact the current Defra Buyer (e.g. Scope Requestor) ~6-8 weeks before the SOW end date to ascertain if any further digital outcomes are required. If they are, a new SOW shall be drafted to outline the new activity. Unless requested otherwise by Supplier Management, the existing SOW and related activity shall end on the SOW end date (shown on p.1) and the team roll-off and no further charges shall apply.

TERMINATION

The Buyer reserves the right to terminate the SOW at any time, giving a notice period of 10 working days in which all development work will cease and no further charges shall be applicable. The notice period shall be given in writing (email). The receiving party shall acknowledge receipt of request within 24 hours. Failure to do so does not invalidate the initial request and the 'clock' shall start from when the Buyer sends the email.



If the Buyer chooses to request one or more Supplier parties providing the services in this SOW be removed, then a notice period of 10 working days shall apply. Once the 10 working days' notice period has expired there will be no further charges applicable unless it has been agreed the service provision requires backfill to ensure quality and/or timeliness of the deliverables.



AGREEMENT OF STATEMENT OF WORKS

Enter SOW Ref Here	Buyer Budget Holder Approval	Supplier Management Approval
Full Name		
Job Title		
Signature		
Approval Date		

By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein.

Signed on behalf of Supplier:

Supplier Signature

Signed on behalf of Buyer:

Buyer Signature



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Not Used

Part B – Service Charges

Charge Number	Service Charges
Service Charge for the “Fixed Capacity” service as described in the Supplier’s Proposal (Section D).	[REDACTED]per Service Period (month)



Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

For any additional Service agreed via the Statement of Work mechanism, the following rate card shall apply:

	SFIA Rate Levels: Refer to SFIA Skills Model 7.0				
	SFIA Role	3	4	5	6
Strategy and Architecture	Re-quire-ments Defini-tion and Man-age-ment	[REDACTED]	[REDACTED]		
	Con-sul-tancy			[REDACTED]	[REDACTED]
Change and Transformation	Busi-ness Ana-lyst				
	Chang e Im-ple-menta-tion Plan-ning and Man-age-ment				
Development and Imple-mentation	Sys-tems Inte-gration	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



	and Build				
Delivery and Operation	Service Level Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Skills and Quality	Learning and Development Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Relationship and Engagement	Customer Service Support	[REDACTED]	[REDACTED]		
	Relationship Management			[REDACTED]	[REDACTED]

Part D – Risk Register

Risk Register to be managed between the Parties as part of Service Management.

Part E – Early Termination Fee(s)

If the notice period for Termination Without Cause has been met there will be no Early Termination Fee. If the notice period for Termination Without Cause has not been met; the Early Termination Fee shall be calculated on a pro rata basis by reference to the number of days missing from the notice period.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

NOT USED



Crown
Commercial
Service

Attachment 4 – Service Levels and Service Credits

Service Hours

The Service falls under the Buyer's "Tier 1" classification meaning that, unless otherwise stated in this Attachment 4, all Service Level Performance Criterion are measured on a 24hrs/day basis every day of the year (24x7x365/6).

Service Levels and Service Credits

Ref	Service Level Performance Criterion	Service Level Performance Measure (SLPM)	Service Level Threshold	Service Hours	Service Credit	Method used to monitor, capture relevant data and or verify Service Level performance during Service Period	Calculation Method
CDP001	Service Availability: Tier 1	≥99.99%	≤95.00%	24 hours daily on every day of the year – 24x7x365(6)	Each 0.01% of Availability below SLPM equals a 0.04% Service Credit	The Supplier shall use the Buyer's ITSM Toolset to derive availability.	Calculated over the Service Period using data captured within the Buyer's ITSM Toolset.
CDP005	P1 Incident Resolution: Service Tier 1	≤1 hr	≥6 hrs	24 hours daily on every day of the year – 24x7x365(6)	Each minute below the SLPM equals a 0.05% Service Credit	The Supplier shall measure and report through analysis of incident records logged and assigned on the Buyer's ITSM Toolset	Calculated per each individual P1 Incident from allocation data captured within the Buyer's ITSM Toolset



Ref	Service Level Performance Criterion	Service Level Performance Measure (SLPM)	Service Level Threshold	Service Hours	Service Credit	Method used to monitor, capture relevant data and or verify Service Level performance during Service Period	Calculation Method
CDP006	P2 Incident Resolution: Service Tier 1	≤4 hrs	≥24 hrs	Mon-Fri 08:00 to 18:00 excluding public holidays in England	Each minute below the SLPM equals a 0.01% Service Credit		Calculated per each individual P2 Incident from allocation data captured within the Buyer's ITSM Toolset
CDP007	P3 Incident Resolution: Service Tier 1	95% ≤8 hrs	98% ≥48 hrs	Mon-Fri 08:00 to 18:00 excluding public holidays in England	None		Calculated as the percentage of Priority 3 Incident tickets worked on by the Supplier that met the relevant resolution time.
CDP008	P4 Incident Resolution: Service Tier 1	95% ≤36 hrs	98% ≥216 hrs	Mon-Fri 08:00 to 18:00 excluding public holidays in England	None		Calculated as the percentage of Priority 4 Incident tickets worked on by the Supplier that met the relevant resolution time.



CDP021	P1 Incident & Security Incident: Response time	≤ 30 Minutes	≥90 Minutes	24 hours daily on every day of the year – 24x7x365(6)	Each minute below the SLPM equals a 0.2% Service Credit	<p>For Incidents the Supplier shall measure and report through analysis of incident records logged and assigned on the Buyer's ITSM Toolset.</p> <p>For Security Incidents this shall be measured from a security Incident being raised by the Supplier or Buyer as a result of security event monitoring and analysis and the security Incident being allocated to the Supplier (in accordance with the agreed security incident management process) until the Supplier responds formally in writing or via the ITSM Toolset to the Buyer for each security Incident logged.</p>	<p>Calculated per each individual Incident from allocation data captured within the ITSM Toolset.</p>
CDP023	P2 Incident & Security Incident: Response time	≤ 1 Hour	≥3 Hours	Mon-Fri 08:00 to 18:00 excluding public holidays in England	Each minute below the SLPM equals a 0.1% Service Credit		
CDP025	P3 Incident & Security Incident: Response time	≤ 4 Service Hours	≥12 Hours	Mon-Fri 08:00 to 18:00 excluding public holidays in England	None		
CDP027	P4 Incident & Security Incident: Response time	≤ 8 Hours	≥32 Hours	Mon-Fri 08:00 to 18:00 excluding public holidays in England	None		
CDP022	P1 Security Incident: Resolution Plan production	≤ 1 Working Day	≥5 Working Day	24 hours daily on every day of the year – 24x7x365(6)	None	Measured from a security Incident being raised by the Supplier or Buyer as a result of security event monitoring and analysis or the security Incident being allocated to	Calculated per each individual Incident from allocation data captured within the ITSM Toolset.



CDP024	P2 Security Incident: Resolution Plan production	≤ 3 Working Days	≥ 10 Working Days	Mon-Fri 08:00 to 18:00 excluding public holidays in England	None	the Supplier (in accordance with the agreed security incident management process) until the Supplier responds formally in writing or via the ITSM Toolset to the Buyer with a Resolution Plan produced in accordance with the agreed security management process.	
CDP026	P3 Security Incident: Resolution Plan production	≤ 5 Working Days unless otherwise agreed with the Buyer in writing	≤ 15 Working Days unless otherwise agreed with the Buyer in writing	Mon-Fri 08:00 to 18:00 excluding public holidays in England	None		
CDP028	P4 Security Incident: Resolution Plan production	≤ 10 Working Days unless otherwise agreed with the Buyer in writing	≤ 15 Working Days unless otherwise agreed with the Buyer in writing	Mon-Fri 08:00 to 18:00 excluding public holidays in England	None		



CDP030	Problem Management P1: Provision to the Buyer of a report detailing the root cause of the Problem capable of being Approved by the Buyer	≤5 days	≤10 days	Each day below the SLPM equals a 1.5% Service Credit	Supplier shall log date and time within the problem record on the Buyer's ITSM Toolset for when report is issued to Buyer. The Supplier shall utilise this data to derive the measurement. Where proposed tools are not available, for example, due to a service incident, then reasonable alternative means of measuring shall be used.	Arithmetic mean calculated from the sum of all Problem Priority P1 reports within the Service Period.
CDP031	Problem Management P2: Provision to the Buyer of a report detailing the root cause of the Problem and capable of being Approved by the Buyer	≤10 days	≤15 days	Each day below the SLPM equals a 1.0% Service Credit		



CDP032	Problem Management P3: Provision to the Buyer of a report detailing the root cause of the Problem and capable of being Approved by the Buyer	≤15 days	≤20 days	None		
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CDP033	Problem Management P1: Remediation actions completed within agreed timescales	≥95%	≤90%	Each 0.1% of remediation actions complete below SLPM equals a 0.1% Service Credit	Supplier shall log date and time within the problem record on the Buyer's ITSM Toolset for when report is issued to Buyer. The Supplier shall utilise this data to derive the measurement. Where proposed tools are not available, for example, due to a service incident, then reasonable alternative means of measuring shall be used.	% of remediation actions closed in the agreed timescales calculated from the sum of the logged remediation actions per each case record.
CDP034	Problem Management P2: Remediation actions completed within agreed timescales	≥95%	≤85%	None		
CDP035	Problem Management P3: Remediation actions completed within	≥90%	≤80%	None		



	agreed timescales					
CDP036	Incident Management: Percentage of Incidents closed by the Supplier, re-opened or re-logged by End Users within 20 days	≤5%	≤10%	None	The Supplier shall measure and report through analysis of incident records logged and assigned on the Buyer's ITSM Toolset.	% of incidents reopened within 20 days out of total no. Incidents in Service Period.



CDP037	Security Management: Percentage of successful installations of approved high priority security patches to Applications within timescales agreed between the Parties	100%	≤95%	Each 0.1% of installation success below SLPM equals a 0.1% Service Credit.	The Supplier shall measure and report through analysis of security patching records logged on the Buyer's ITSM Toolset.	% of successful installations out of total no. installations.
CDP038	Security Management: Percentage of successful installations of approved anti-virus definition updates and/or anti-	100%	≤95%	None	The Supplier shall measure and report through analysis of anti-virus updates records logged on the Buyer's ITSM Toolset.	



	virus software updates to Applications within timescales agreed between the Parties					
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CDP039	Knowledge Management: Knowledge Article creation and submission to Buyer within 10 Working days post incident	100%	≤80%	None	The Supplier shall measure and report through analysis of knowledge article records logged on the Buyer's ITSM Toolset.	Calculated and expressed as a percentage (%) from the sum of all requested knowledge articles requested from the Supplier within the Service Period.
CDP040	Knowledge Management: Respond to flagged comments received on Knowledge Articles within 5 Working days of Comment creation	100%	≤80%	None		Calculated and expressed as a percentage (%) from the sum of all flagged comments on knowledge articles in the Service Period.
CDP041	Knowledge Management:	100%	≤80%	None		Calculated and expressed as a percentage (%) from



	t: Respond to Feedback tasks received on Knowledge Articles within 5 Working days of task creation					the sum of all feedback tasks on knowledge articles in the Service Period.
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Method of Service Credit Calculation:

In each Service Period, the applicable Service Credit percentage shall be calculated for each Service Level Performance Criterion by reference to the table above; the aggregate sum of which shall be the percentage deducted from next monthly Service Charge as a Service Credit (subject to the Service Credit Cap).

Service Credit Cap:

Service Credits shall be capped at 15% of each monthly Service Charge.

Critical Service Level Failure

A Critical Service Level Failure shall be deemed to have occurred if;



- i. The level of performance of the Supplier falls below the Service Level Threshold in a single Service Period for any of the following Service Level Performance Criterion; CDP001, CDP005, CDP006, CDP021, CDP023, CDP030, CDP031, CDP033, CDP037, or
- ii. The level of performance of the Supplier falls below the Service Level Threshold in two consecutive Service Periods for any Service Level Performance Criterion.



Service Level Performance Criterion Methodology

The following methodology shall be used in the measurement of the relevant Service Level Performance Criterion:

1 Service Availability Calculation

1.1 The Service Availability shall be calculated over the Service Period using data captured within the Buyer's ITSM Toolset.

1.2 Service Availability shall be calculated using the following formula:

$$\text{Service Availability \%} = \frac{(\text{MP} - \text{SD}) \times 100}{\text{MP}}$$

where:

MP = Total number of Service Availability minutes within the relevant Service Period; and

SD = Total sum of minutes of Service Unavailability in the relevant Service Period

1.3 When calculating Service Availability:

(a) Service Unavailability arising due to:

(i) Permitted Maintenance);

(ii) Emergency Change; and/or



shall be subtracted from the total number of minutes in the relevant Service Period;

- (b) any Services outage agreed with the Buyer pursuant to the Change and Evaluation Management Policy and Change and Evaluation Management Processes shall be subtracted from the total number of minutes in the relevant Service Period; and
- (c) Service Credits shall accrue to the extent that Permitted Maintenance and/or any other Services outage described under (b) above exceeds the agreed time period for the relevant outage.

2 Incident Resolution

2.1 The table below contains non-exhaustive descriptions of Incident Resolution Priority boundaries (includes Security Incidents).

Incident Resolution Priority	Description
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1	<p>Failure or unavailability of a Service Element or enabling systems that are relied upon to deliver the Service Element that in the opinion of the Buyer:</p> <ul style="list-style-type: none">a) constitutes a complete loss of use of the Service Element;b) has a critical impact on the activities of the Buyer;c) causes significant financial loss and/or disruption to the Buyer;d) results in any material loss or corruption of Buyer Data;e) constitutes a Breach of Security breach which has the potential to cause the degradation of Services for all End Users;f) is a critical breach of network security; org) causes or is likely to cause significant reputational impact to the Buyer and/or severely damages or is likely to damage public confidence in the Government.
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2	<p>Failure or partial unavailability (or significant risk of such unavailability) of a Service Element or enabling systems that are relied upon to deliver the Service Element that in the opinion of the Buyer:</p> <ul style="list-style-type: none">a) is a loss of functionality or a reduction in performance of a Service Element which does not render the Service Element unavailable but which reduces the productivity of one or more End Users;b) has a major (but not critical) adverse impact on the activities of the Buyer and no workaround acceptable to the Buyer is available;c) causes a financial loss and/or disruption to the Buyer which is more than trivial but less severe than the significant financial loss described in the definition of a Priority 1 Incident above;d) is a Security breach which is serious but not critical and which has the potential to impact a business group of Users, disrupt non-essential services, breach network security policy, or adversely affect the reputation of Government bodies and services.
3	<p>Failure or partial unavailability of a Service Element that in the opinion of the Buyer:</p> <ul style="list-style-type: none">a) moderately impacts a single End User though unavailability, loss of functionality or a reduction in performance of a Service Element or the failure of a Device;b) is a Breach of Security which is not critical or serious and which can be handled by local IT and security offices. These Incidents do not typically impact IT services such as unsuccessful denial-of-service attacks or the majority of network monitoring alerts.



4	<p>Failure or partial unavailability of a Service Element that in the opinion of the Buyer is:</p> <ul style="list-style-type: none">a) a single End User reported incident that has only a cosmetic impact and as such, does not undermine the End User's productivity, or confidence in the accessed information or data;b) a Breach of Security which is not critical or serious and which is in general considered to be part of normal IT support operations. These Incidents would include receipt of an isolated spam or anti-virus alert;c) minor computer hardware failure, loss of network connectivity to a peripheral device or loss of access to an external, non-essential service.
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- 2.2 The Buyer reserves the right to determine (itself or through an Buyer Agent) an Incident Resolution Priority for any Incident different to that assigned by the Supplier in the first instance, and the Supplier shall accept the Buyer mandated Incident Resolution Priority.
- 2.3 Where the Buyer (or Buyer Agent) allocates an Incident case record to the Supplier, as part of the Supplier's triage of the allocated case record it shall determine whether the allocation to it is correct and communicate appropriately with the Buyer (or Buyer Agent). Where it can be demonstrated by the Supplier that the Incident has been allocated to it incorrectly, the Supplier shall pass the Incident back to the Buyer Agent along with all relevant records it has (including initial analysis and Resolution determinations) in connection with the Incident.



3 Incident Resolution Calculation

- 3.1 Compliance with Service Levels will be measured from the earlier of the Incident being detected within their Service Boundary or the Supplier being allocated the Incident case record for Resolution by the Buyer (or Buyer Agent).
- 3.2 Incident Resolution Time measurement and the calculation of performance against Incident Resolution Priority Key Performance Indicators shall be as follows:
- (a) Priority one (P1) Incident Resolution time shall be measured individually from the time taken from the Incident being assigned to a resolver group by the Supplier until it is Resolved.
 - (b) Priority two (P2) Incident Resolution time shall be measured individually from the time taken from the Incident being assigned to a resolver group by the Supplier until it is Resolved.
 - (c) Priority three (P3) Incident Resolution time shall be, for each Service Tier, calculated as the percentage of Priority 3 incident tickets Resolved by the Supplier that met the relevant Target Performance Level divided by the total number of Priority 3 incident tickets Resolved by the Supplier occurring in a Measurement Period.
 - (d) Priority four (P4) Incident Resolution time shall be, for each Service Tier, calculated as the percentage of Priority 4 incident tickets Resolved by the Supplier that met the relevant Target Performance Level divided by the total number of Priority 4 incident tickets Resolved by the Supplier occurring in a Measurement Period.

4 Security Incident Resolution Performance Indicator Calculation

- 4.1 Compliance with Security Incident Resolution Performance Indicators will be measured from the earlier of the Security Incident being detected within the Service Boundary or the Supplier being allocated the Security Incident case record for Resolution by the



Buyer (or Buyer Agent) based on the point of allocation data captured within the ITSM Toolset for incidents within the Service Boundary.

4.2 Security Incident Response Time measurement and the calculation of performance against Security Incident Priority Performance Indicators shall be as follows:

- (a) Each Priority one (P1), Priority two (2), Priority three (3) or Priority four (4) Security Incident Response Time shall be measured each individually from the time taken from the earlier of each Security Incident being detected within the Service Boundary or the Security Incident being allocated to the Supplier until the Supplier responds formally in writing or via the ITSCM Toolset to the Buyer for each Security Incident logged; and
- (b) Each Priority one (P1), Priority two (2), Priority three (3) or Priority four (4) Security Incident Resolution Plan Production Performance Indicator shall be measured individually from the time taken from the earlier of each Security Incident being detected within the Service Boundary or the Security Incident being allocated to the Supplier until the Supplier responds formally in writing or via the ITSCM Toolset to the Buyer for each Security Incident logged.

5 Re-occurring Incident

- 5.1 The Supplier shall close Incidents, once Resolved, in accordance with the Buyer's Incident Management Policy and Process. Notwithstanding the generality of the foregoing, where an Incident has been Resolved but another Incident occurs which is a new Incident arising from an identical root cause, such a re-occurring Incident shall be considered a **“Re-occurring Incident”**.
- 5.2 The Supplier shall identify, quantify and monitor the trend of Re-occurring Incidents and report these to the Buyer as part of the Service Measurement reporting.



5.3 Such Re-occurring Incidents shall be considered within the scope and responsibility of the Supplier's Problem Management services.

6 Problem Management

6.1 The Supplier shall assign the priority of a Problem using the table below and where applicable in accordance with the Buyer's Problem Management Process:

Table 1. Problem Priority

Problem Priority	Description
1	A Problem for which: (a) an unsustainable workaround has been identified; and (b) the re-occurrence of the Incident would have a major impact on the Buyer's ability to deliver its business functions and presents a high risk to Availability of Service.
2	A Problem for which: (a) there is a medium-level of risk to Availability of Service or medium-level impact on the Buyer; and (b) a sustainable workaround has been identified without the root cause being identified.



3	A Problems for which: (a) there is a low-level risk to Availability of Service or low-level impact on the Buyer; and (b) a sustainable workaround has been identified without the root cause being identified.
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6.2 The Supplier's Problem Management Services shall operate in Business Hours.



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
[REDACTED]	Delivery Lead	Contract Period
[REDACTED]	Engagement Manager	Contract Period

Part B – Key Sub-Contractors

NOT APPLICABLE



Attachment 6 – Software

The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items: **NOT APPLICABLE**

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



Part B – Third Party Software

The Third Party Software shall include the following items: **NOT APPLICABLE**

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

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term)	Credit Rating Threshold
Supplier	Dun and Bradstreet	Any fall below:
	Financial Strength: B Risk Rating: 2	Dun and Bradstreet Financial Strength: B Risk Rating: 2

PART B – RATING AGENCIES

- Dun and Bradstreet

Attachment 8 – Governance

PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

Executive Sponsor Review Meeting	
Buyer Members of Executive Sponsor Review Meeting (include details of chairperson)	<ul style="list-style-type: none"> • Chief Digital Information Officer (CDIO) (Chair) • Chief Technology Officer (CTO) • Accountable Executive • Director of GIO • Head of Supplier Management • Defra Group Commercial representative • Board support (secretariat)
Supplier Members of Executive Sponsor Review Meeting	<ul style="list-style-type: none"> • CDIO equivalent • CTO equivalent • Accountable executive(s) • Relationship manager • Account manager
Start Date for Executive Sponsor Review meetings	From the Commencement Date
Frequency of Executive Sponsor Review meetings	Six (6) months
Location of Executive Sponsor Review meetings	Buyer hub premises or Supplier premises, as agreed between the Parties
Inputs to Executive Sponsor Review meetings	<ul style="list-style-type: none"> • Cumulative SRM dashboard from the previous reporting period • Future Relationship Innovations • Review and decide on innovation expenditure • Review and manage relationship risks and issues

Outputs from Executive Sponsor Review meetings	<ul style="list-style-type: none"> • Escalation decisions • Relationship rating/score agreement
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Quarterly Business Review Meeting	
Buyer attendees of Quarterly Business Review (include details of chairperson)	<ul style="list-style-type: none"> • Chief Digital Information Officer (CDIO) (every six months) • Chief Technology Officer (CTO) • Accountable Executive • Director of GIO • Head of Supplier Management (Chair) • Defra Group Commercial representative • Supplier Relationship Manager • Crown representative (by exception, if required) • Board support (secretariat)
Supplier attendees of Quarterly Business Review	<ul style="list-style-type: none"> • CDIO equivalent • CTO equivalent • Accountable executive(s) • Relationship manager • Account manager
Start Date for Quarterly Business Review meetings	From the Commencement Date
Frequency of Quarterly Business Review meetings	Quarterly
Location of Quarterly Business Review meetings	Buyer hub premises or Supplier premises, as agreed between the Parties
Inputs to Quarterly Business Review meetings	<ul style="list-style-type: none"> • Account Management Plan (GIO Lead Supplier Manager) • SRM dashboard (GIO Lead Supplier Manager) • Supplier planned initiatives • Strategy updates (DDTS and Supplier accountable executive) • Supplier Management Report

Outputs from Quarterly Business Review meetings	<ul style="list-style-type: none"> • Agreed action plans • Account priority changes • Escalation decisions
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Service Management Board	
Buyer Members of Service Management Board (include details of chairperson)	<ul style="list-style-type: none"> • Service management executive • Lead supplier manager (Chair) • Service management representative (where appropriate) • Commercial representative • Security representative • Service level management representative • Other representatives as required • Board support (secretariat)
Supplier Members of Service Management Board	<ul style="list-style-type: none"> • Account manager • Service delivery executive • Operational delivery manager(s) • Service delivery representatives (as appropriate) • Head of security
Start Date for Service Management Board meetings	From the first Service Commencement Date
Frequency of Service Management Board meetings	Monthly or such other frequency as agreed between the Parties.
Location of Service Management Board meetings	Buyer premises (or using an agreed medium that is sensible for effective operation, for example face-to-face, video conference or teleconference)
Inputs to Service Management Board meetings	As per the applicable agenda issued in accordance with Paragraph 5.5 of Call Off Schedule (Governance).
Outputs from Service Management Board meetings	As per the applicable minutes of the Board meeting issued in accordance with Paragraph 5.8.5 of Call Off Schedule (Governance).

Commercial Management Board

Buyer Members of Commercial Management Board (include details of chairperson)	<ul style="list-style-type: none"> • Commercial Category Lead (Chair) • Service Owner • Finance Manager • Commercial Contract Manager • Board support (secretariat)
Supplier Members of Commercial Management Board	<ul style="list-style-type: none"> • Account manager • Service delivery executive • Financial representative (quarterly)
Start Date for Commercial Management Board meetings	From the first Service Commencement Date
Frequency of Commercial Management Board meetings	Monthly during the third week of each month (or such other frequency as agreed between the Parties).
Location of Commercial Management Board meetings	Buyer premises (or using an agreed medium that is sensible for effective operation, for example face-to-face, video conference or teleconference).
Inputs to Commercial Management Board meetings	<ul style="list-style-type: none"> • Supplier Management Report (risks, issues, assumptions, issues and dependencies) • Performance Monitoring Report (key obligations due, performance, status achievements) • Financial and commercial reports required as per Call Off Schedule 6 (Transparency Reports) • Contract change control register
Outputs from Commercial Management Board meetings	Actions and updates risks, issues, opportunities, decision and escalation logs to be confirmed by the Chair and issued to all attendees.

Technical Design Authority	
Buyer Members of Technical Design Authority (include details of chairperson)	<ul style="list-style-type: none"> • Head of Infrastructure & Security Architecture (Chair) • Heads of: Application Architecture, Data Architecture • Head of Digital Technology • GIO Head of Technical Services & Technical Leads (as required) • Programme Chief Architects & Solution Architects (as required) • DDTS Service Owners (as required) • Design Document Authors (as required) • Commercial representative (as required)
Supplier Members of Technical Design Authority	<ul style="list-style-type: none"> • Account Chief Technology Officer/Technology Lead/Architects or equivalent • Domain architects
Start Date for Technical Design Authority meetings	Commencement Date
Frequency of Technical Design Authority meetings	Weekly
Location of Technical Design Authority meetings	Buyer premises / virtual
Inputs to Technical Design Authority meetings	<ul style="list-style-type: none"> • RAID log • Compliance/Non-compliance reports • Waiver requests • Technology roadmaps • Design patterns • Design documents • Enterprise architecture principles
Outputs from Technical Design Authority meetings	<ul style="list-style-type: none"> • Decisions • Waivers • Endorsement or approvals for designs • Requests for new design patterns • Recommendations for technology adoption by the Buyer • Recommendations for new delivery programmes or working groups

Transition Management Board	
Buyer Members for Transition Management Board (include details of chairperson)	<ul style="list-style-type: none"> • Transition management lead • Defra Group head of service • Contract manager/director • Transition managers • Service Owner • Commercial representative • Supplier Management representative • Infrastructure Technology Procurement representative
Supplier Members for Transition Management Board	<ul style="list-style-type: none"> • Transition lead(s) • Data Manager (quarterly)
Other attendees	<ul style="list-style-type: none"> • Former Suppliers' exit managers • Other Supplier representatives as required
Start Date for Transition Management Board meetings	Commencement Date
Frequency of Transition Management Board meetings	Monthly (alongside weekly operational review meeting)
Location of Transition Management Board meetings	Buyer premises / virtual
Inputs to Transition Management Board meetings	<ul style="list-style-type: none"> • Implementation performance summary report (as per Paragraph 3.1.4 of Part B of Call Off Schedule 11 (Implementation)) • Milestone Reconciliation Report • Implementation Plan - Plan On A Page (POAP) • Change Authorisation Note summary (if applicable)
Outputs from Transition Management Board meetings	<ul style="list-style-type: none"> • Action log • Decision log • Risks and issues

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

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

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

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED], Head of IT at gdpr@esynergy.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 Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>[The Authority is Controller and the Supplier is Processor]</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>There is no expectation that the Supplier will be processing any personal data as part of the Services supplied under this contract. However, Buyer reserves the right to reassess this in the future should the scope of works change.</p> <p>The Supplier is Controller and the Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none"> Not applicable <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> Not applicable <p>For the purpose of Clause 1.2 of the joint controller clauses the [insert either Buyer or Supplier] shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e). Insert for the purpose of Paragraph 1.2 of the joint controller clauses which Party (either Supplier or Buyer) shall be responsible for those matters listed in Clause 1.2(a) – (e), including whose privacy policy should apply i.e.</p> <p>The Parties are Independent Controllers of Personal Data</p>

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	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract. <p><i>e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</i></p>
Duration of the processing	There is no expectation that the Supplier will be processing any personal data as part of the Services supplied under this contract. However, Buyer reserves the right to reassess this in the future should the scope of works change.
Nature and purposes of the processing	<p>There is no expectation that the Supplier will be processing any personal data as part of the Services supplied under this contract. However, Buyer reserves the right to reassess this in the future should the scope of works change.</p> <p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]

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Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
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Attachment 10 – Transparency Reports

All reporting requirements as detailed in this Call-Off Contract, including but not limited to Service Management reporting.

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

Additional/alternative Clauses and Schedules are detailed in this Order Form.

The following provisions are included in the Call Off Terms and are included in this document below, modified as described in this Order Form:

Call Off Schedule 7 – Governance

S3-SECURITY REQUIREMENTS

S4-STAFF TRANSFER

S5-BENCHMARKING

S6-Business Continuity and Disaster Recovery

C1-Relevant Convictions

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CALL OFF SCHEDULE 7 - GOVERNANCE

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CALL OFF SCHEDULE 7: GOVERNANCE

1. DEFINITIONS

In this Call Off Schedule 7 (Governance), the following definitions shall apply:

"Board Member"	the initial persons appointed by the Buyer and Supplier to the Boards as set out in Attachment 8 (Governance) of the Order Form and any replacements from time to time agreed by the Parties in accordance with Paragraph In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.;
"Boards"	means the Executive Sponsor Review Meeting, Quarterly Business Review, the Service Management Board, the Commercial Management Board, the Technical Design Authority and the Transition Management Board, and "Board" shall mean any of them;
"Commercial Management Board"	the body described in Paragraph ROLE OF THE COMMERCIAL MANAGEMENT BOARD ;
"Contract Manager"	the individual appointed as such by the Supplier in accordance with Paragraph ROLE OF THE SUPPLIER CONTRACT MANAGER ;
"Executive Sponsor Review Meeting"	the meeting described in Paragraph ROLE OF THE EXECUTIVE SPONSOR REVIEW MEETING ;
"Quarterly Business Review"	has the meaning given in Paragraph ROLE OF THE QUARTERLY BUSINESS REVIEW (QBR) ;
"Service Management Board"	the body described in Paragraph ROLE OF THE SERVICE MANAGEMENT BOARD ;
"Technical Design Authority"	the body described in Paragraph ROLE OF THE TECHNICAL DESIGN AUTHORITY ; and
"Transition Management Board"	means the Board for transition as described in Paragraph ROLE OF THE TRANSITION MANAGEMENT BOARD of this Schedule.

2. MANAGEMENT OF THE SERVICES

- 2.1 This Schedule details the governance arrangements applicable to the Contract. The core operational governance arrangements are summarised and depicted in the diagram at Figure 1 below.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 The Parties agree to operate the Boards.
- 2.4 The Supplier shall ensure that appropriately senior, authorised, qualified and experienced Supplier Personnel attend the Boards in accordance with the frequency set out in Attachment 8 (Governance) of the Order Form.
- 2.5 This Schedule sets out the process for how matters are proposed, discussed, and agreed at the Boards by seeking to ensure that the Supplier has clear management responsibilities in respect of the effective delivery of the Services, and that the Parties have a clear understanding on how matters that remain unresolved at a particular governance forum can be escalated.

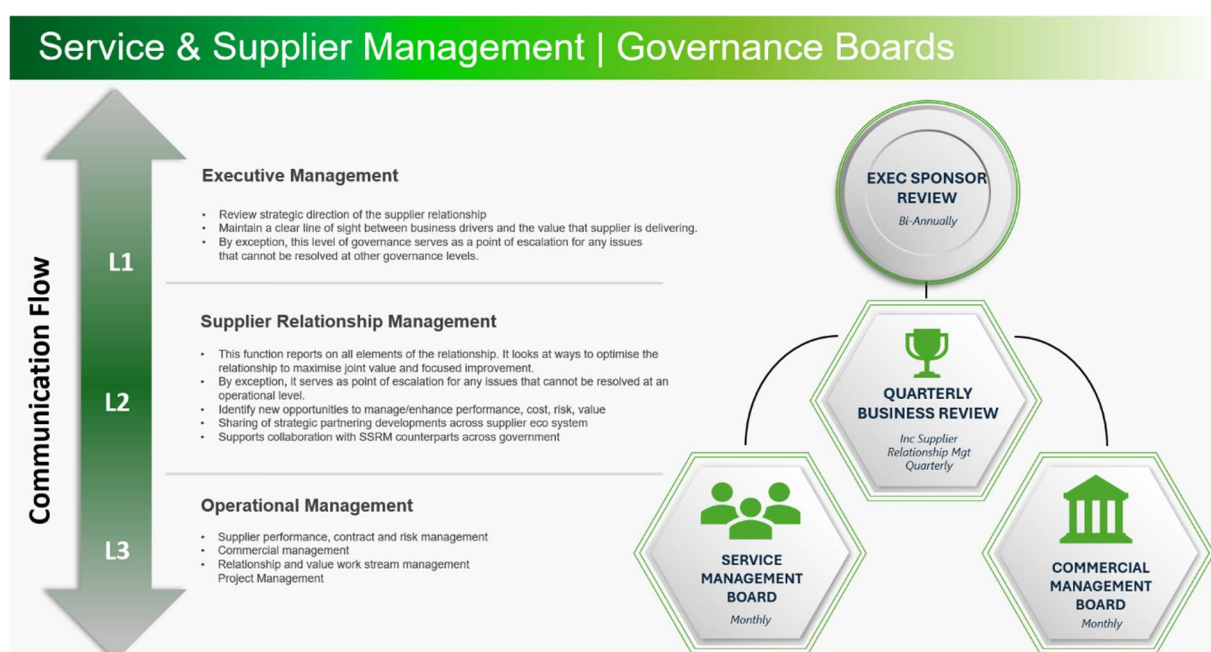


Figure 1: Strategic Supplier Relationship Management (SSRM) Governance Boards

3. ROLE OF THE SUPPLIER CONTRACT MANAGER

- 3.1 The Supplier shall appoint a Contract Manager for the purposes of this Contract.
- 3.2 The Supplier's Contract Manager shall:

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- 3.2.1 be 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;
 - 3.2.2 manage the Services on a day-to-day basis; and
 - 3.2.3 be designated as a member of the Key Supplier Personnel.
- 3.3 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.4 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. CONTRACT RISK MANAGEMENT

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier shall document and update the risks and issues identified under the processes set out in Paragraphs Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract. and The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for: in a risk register (the "**Operational Risk Register**"). The Supplier shall keep the Operational Risk Register up to date and shall submit it for review to the appropriate Board(s) on a monthly basis or as otherwise agreed by both Parties.
- 4.5 When documenting risks in the Operational Risk Register, the Supplier shall include the financial impact (if any) associated with such risks as applicable.

5. BOARDS

Establishment and structure of the Boards

- 5.1 The Boards shall be established by the Buyer for the purposes of this Contract on which both the Supplier and the Buyer shall be represented.
- 5.2 In relation to each Board, the:
 - 5.2.1 Buyer Board Members;
 - 5.2.2 Supplier Board Members;

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- 5.2.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - 5.2.4 location of the Board's meetings;
 - 5.2.5 additional inputs and outputs applicable to the Board's meetings (if any);
 - 5.2.6 planned start date by which the Board shall be established; and
 - 5.2.7 any Other Supplier Board Members (if required),
- shall be as set out in the relevant terms of reference set out in Attachment 8 (Governance) of the Order Form.
- 5.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board Meetings

- 5.4 The Boards are to take place on time with meetings conducted using an agreed medium that is sensible for effective operation for example face to face, video conference or teleconference.
- 5.5 The agenda for a Board meeting shall be distributed to all respective Buyer and Supplier attendees and optional attendees at least three (3) Working Days in advance of each meeting by the Buyer. If any other Core Defra Group Supplier is required to attend the Board, the Buyer shall procure that the other Core Defra Group Supplier shall provide agenda items and supporting material at least five (5) Working Days in advance of the relevant Board.
- 5.6 Agenda items or issues that cannot be concluded, resolved or exceed the decision making responsibilities of the relevant Board shall be escalated to the next scheduled Executive Sponsor Review Meeting.
- 5.7 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:
 - 5.7.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed, prepared and has the authority to make decisions and;
 - 5.7.2 that he/she is debriefed by such delegate after the Board Meeting.
- 5.8 A chairperson shall be appointed by the Buyer for each Board as identified in Attachment 8 (Governance) of the Order Form. The chairperson shall be responsible for:
 - 5.8.1 scheduling Board meetings;
 - 5.8.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - 5.8.3 chairing the Board meetings;

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- 5.8.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - 5.8.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
 - 5.8.6 facilitating the process or procedure by which any decision agreed at any Board meeting is documented and given effect in the appropriate manner.
- 5.9 Board meetings shall be quorate as long as at least two (2) representatives from each Party are present.
- 5.10 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 5.11 The Parties acknowledge and agree that it may be appropriate for the Other Suppliers, and any Core Defra Group Suppliers, to attend certain of the Boards and, where relevant, the Buyer shall, where practicable, procure the attendance of such third parties.

6. **ROLE OF THE EXECUTIVE SPONSOR REVIEW MEETING**

- 6.1 An executive level review meeting ("**Executive Sponsor Review Meeting**") shall be held no less than every six (6) months throughout the Contract Period on a date to be agreed between the Parties, and in accordance with the terms of reference for the Executive Sponsor Review Meeting as set out in Attachment 8 of the Order Form.
- 6.2 The purpose of the Executive Sponsor Review Meetings shall be to:
- 6.2.1 act as the final point of escalation for service delivery issues and disputes;
 - 6.2.2 provide opportunity to inject coherence and resilience into deliverables;
 - 6.2.3 work collaboratively to overcome problems, provide solutions and leading edge expertise;
 - 6.2.4 drive Core Defra Group Suppliers forward to deliver to scope, quality, schedule and cost;
 - 6.2.5 oversee the approval and delivery of Projects involving more than one Core Defra Group Supplier;
 - 6.2.6 review the strategic direction of the Supplier relationship;
 - 6.2.7 maintain a clear line of sight between business drivers and the value that the Supplier is delivering;
 - 6.2.8 manage the strategic relationship between all Other Suppliers at a senior level;

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- 6.2.9 evaluate feedback from other governance bodies about the whole spectrum of the relationship between the Buyer and the Supplier and Other Suppliers; and
- 6.2.10 address the alignment of the Buyer's ICT strategy and the leverage of ICT to deliver additional value to the Buyer's business activities.

7. **ROLE OF THE QUARTERLY BUSINESS REVIEW (QBR)**

- 7.1 A quarterly review meeting ("**Quarterly Business Review**") shall be held throughout the Contract Period on a date to be agreed between the Parties, and in accordance with the terms of reference for the Quarterly Business Review as set out in Attachment 8 of the Order Form.
- 7.2 The purpose of the Quarterly Business Review shall be to ensure alignment and strategic direction and set the overall tone of the relationship between the Buyer and the Supplier, and to deliver the following objectives:
 - 7.2.1 assure that the end to end services are being delivered in an efficient and cost-effective manner and are meeting the requirements of the Buyer;
 - 7.2.2 review progress against the Account Management Plan;
 - 7.2.3 drive the tone of the relationship between the Buyer and the Supplier and set the strategic agenda;
 - 7.2.4 discuss strategic trends and future road-mapping for the Services;
 - 7.2.5 discuss new and existing value release and relationship improvement initiatives;
 - 7.2.6 discuss opportunities for strategic partnership, innovation and collaboration;
 - 7.2.7 escalation of issues or specific topics that require an executive decision or awareness to the next scheduled Executive Sponsor Review Meeting;
 - 7.2.8 review the forward agenda and pipeline of activity in respect of the Services; and
 - 7.2.9 review the Suppliers' performance against HM Government's Supplier Code of Conduct (as linked below) that set 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);
 - 7.2.10 by exception, it serves as point of escalation for any issues or disputes that cannot be resolved by the Service Management Board.

8. **ROLE OF THE SERVICE MANAGEMENT BOARD**

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- 8.1 The Service Management Board shall be responsible for the management of the operational delivery of the technical aspects of the Services within the bounds of the Contract and shall:
- 8.1.1 consider issues relating to the operational aspects of the Services including reviewing the Performance Monitoring Reports in accordance with the Service Measurement and Reporting Policy and Service Measurement and Reporting Process;
 - 8.1.2 confirm the submission of reports required by Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and agree Performance Monitoring Reports, Service Levels and Key Performance Indicators attainment and Service Credit volumes;
 - 8.1.3 receive reports from the Contract Manager on matters such as issues relating to delivery of existing Services and performance against Service Levels and Key Performance Indicators, progress against the Implementation Plan and possible future developments;
 - 8.1.4 review any Transparency Reports that are allocated to it under Call Off Schedule 6 (Transparency Reports) and Attachment 10 (Transparency Reports) of the Order Form;
 - 8.1.5 review service management, co-ordination of individual Projects and any integration issues;
 - 8.1.6 consider and resolve key service delivery issues and Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Quarterly Business Review;
 - 8.1.7 confirm submission of, and review the accuracy and completeness of, the Registers provided pursuant to Call Off Schedule 10 (Exit Management);
 - 8.1.8 review operational delivery risks and issues and update the Operational Risk Register;
 - 8.1.9 identify areas for improvements to Services;
 - 8.1.10 provide recommendations for Projects or investments where applicable;
 - 8.1.11 seek guidance from, provide recommendations to, and escalate issues to the Quarterly Business Review as required; and
 - 8.1.12 assess the impact and approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Commercial Management Board. In particular, the Service Management Board shall:
 - () analyse and record the impact of all Changes, specifically whether the proposed Change:
 - () has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;
 - () has an impact on the ability of the Buyer to meet its agreed business needs within agreed time-scales;

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- ☐ will raise any risks or issues relating to the proposed Change; and
- ☐ will provide value for money in consideration of any changes to the future Charges and/or Service Levels;
- ☐ provide recommendations, seek guidance and authorisation from the Commercial Management Board as required; and
- ☐ approve or reject (close) all proposed Changes.

9. ROLE OF THE COMMERCIAL MANAGEMENT BOARD

- 9.1 The Commercial Management Board shall be responsible for managing the operation and performance of the Contract.
- 9.2 The Commercial Management Board shall:
 - 9.2.1 consider and resolve commercial and financial issues between the Supplier and the Buyer
 - 9.2.2 review commercial and financial risks and issues and the appropriate risk and issues registers;
 - 9.2.3 consider and review status for all proposed Changes that are escalated to it from the Service Management Board;
 - 9.2.4 discuss costs and commercial opportunities associated with service delivery identified under Call Off Schedule 17 (Continuous Improvement) and explore ways of reducing those costs and acting on those commercial opportunities, including reviewing existing cost reduction mechanisms;
 - 9.2.5 review any financial and commercial Transparency Reports that are allocated to it under Call Off Schedule 6 (Transparency Reports) and Attachment 10 (Transparency Reports) of the Order Form;
 - 9.2.6 act as a point of escalation from the Service Management Board for issues related to Contract performance where appropriate and;
 - 9.2.7 seek guidance from, provide recommendations to, and escalate issues to the Quarterly Business Review as required.

10. ROLE OF THE TECHNICAL DESIGN AUTHORITY

- 10.1 The Technical Design Authority shall be accountable for oversight of the technology used in the Services and ensuring that technological choices are made to maximise the long term value of the Services.
- 10.2 The Technical Design Authority shall:
 - 10.2.1 set the direction and assure compliance with the Standards and policies (including security) on technology use and adoption;
 - 10.2.2 grant dispensations for variations from such compliance where appropriate;
 - 10.2.3 assure the coherence and consistency of the systems architecture for the Services;

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- 10.2.4 update architecture reference models (where relevant);
- 10.2.5 review architecture risks and issues and update the appropriate risks and issues registers
- 10.2.6 commission proposals on patterns and technology adoptions and produce and align technology patterns and roadmaps;
- 10.2.7 monitor developments in new technology, standards and policies and reporting on their potential benefit to the Services (where appropriate);
- 10.2.8 consider issues with technology delivery and systems integration;
- 10.2.9 consider service design challenges; and
- 10.2.10 provide advice, guidance, and information on technical issues.

11. **ROLE OF THE TRANSITION MANAGEMENT BOARD**

- 11.1 The Transition Management Board, which shall operate from the Commencement Date until such time as the final Milestone has been Achieved, shall:
 - 11.1.1 steer the overall transition portfolio (including staff transfer) taking into consideration business needs;
 - 11.1.2 monitor the Supplier's performance against the Implementation Plan;
 - 11.1.3 ensure alignment of Core Defra Group Suppliers transition and implementation plans, Incumbent Supplier exit plans, and in-flight projects list to ensure that points of integration and dependencies are understood and managed;
 - 11.1.4 review transition risk and issues and update the appropriate risks and issues registers; and
 - 11.1.5 seek guidance from, provide recommendations to, and escalate issues to the Buyer's GIO senior stakeholders and Supplier's relevant senior stakeholders, as required.

12. **OTHER MEETINGS**

13. **The Boards and meetings described in Paragraphs **ROLE OF THE EXECUTIVE SPONSOR REVIEW MEETING****

- 13.1 An executive level review meeting ("**Executive Sponsor Review Meeting**") shall be held no less than every six (6) months throughout the Contract Period on a date to be agreed between the Parties, and in accordance with the terms of reference for the Executive Sponsor Review Meeting as set out in Attachment 8 of the Order Form.
- 13.2 The purpose of the Executive Sponsor Review Meetings shall be to:
 - 13.2.1 act as the final point of escalation for service delivery issues and disputes;
 - 13.2.2 provide opportunity to inject coherence and resilience into deliverables;

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- 13.2.3 work collaboratively to overcome problems, provide solutions and leading edge expertise;
- 13.2.4 drive Core Defra Group Suppliers forward to deliver to scope, quality, schedule and cost;
- 13.2.5 oversee the approval and delivery of Projects involving more than one Core Defra Group Supplier;
- 13.2.6 review the strategic direction of the Supplier relationship;
- 13.2.7 maintain a clear line of sight between business drivers and the value that the Supplier is delivering;
- 13.2.8 manage the strategic relationship between all Other Suppliers at a senior level;
- 13.2.9 evaluate feedback from other governance bodies about the whole spectrum of the relationship between the Buyer and the Supplier and Other Suppliers; and
- 13.2.10 address the alignment of the Buyer's ICT strategy and the leverage of ICT to deliver additional value to the Buyer's business activities.

14. ROLE OF THE QUARTERLY BUSINESS REVIEW (QBR)

- 14.1 A quarterly review meeting ("**Quarterly Business Review**") shall be held throughout the Contract Period on a date to be agreed between the Parties, and in accordance with the terms of reference for the Quarterly Business Review as set out in Attachment 8 of the Order Form.
- 14.2 The purpose of the Quarterly Business Review shall be to ensure alignment and strategic direction and set the overall tone of the relationship between the Buyer and the Supplier, and to deliver the following objectives:
 - 14.2.1 assure that the end to end services are being delivered in an efficient and cost-effective manner and are meeting the requirements of the Buyer;
 - 14.2.2 review progress against the Account Management Plan;
 - 14.2.3 drive the tone of the relationship between the Buyer and the Supplier and set the strategic agenda;
 - 14.2.4 discuss strategic trends and future road-mapping for the Services;
 - 14.2.5 discuss new and existing value release and relationship improvement initiatives;
 - 14.2.6 discuss opportunities for strategic partnership, innovation and collaboration;
 - 14.2.7 escalation of issues or specific topics that require an executive decision or awareness to the next scheduled Executive Sponsor Review Meeting;
 - 14.2.8 review the forward agenda and pipeline of activity in respect of the Services; and

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- 14.2.9 review the Suppliers' performance against HM Government's Supplier Code of Conduct (as linked below) that set 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);

- 14.2.10 by exception, it serves as point of escalation for any issues or disputes that cannot be resolved by the Service Management Board.

- 14.3 to **ROLE OF THE EXECUTIVE SPONSOR REVIEW MEETING** have the purpose of directly supporting the governance structure of this Contract. In addition to these Boards and meetings, other meetings or calls (if applicable) shall be held as part of the Supplier performance management and governance approach. The precise number and scope of these meetings shall be agreed between the Parties.

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S3 SECURITY REQUIREMENTS
PART B - LONG FORM SECURITY REQUIREMENTS

1. DEFINITIONS

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

.7 “Baseline Security Requirements”

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the baseline security requirements set out in Annex 1 of this Part B Schedule S3 (Security Requirements);

"ISMS"

the information security management system and process developed by the Supplier in accordance with Paragraph INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

(ISMS) as updated from time to time in accordance with this Part B Schedule S3 (Security Requirements);

.8 "Security Management Plan"

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the Supplier's security management plan prepared pursuant to this Part B Schedule S3 (Security Requirements), a draft of which has been provided by the Supplier to the Buyer and is set out in the Order Form and as updated from time to time; and

"Security Tests" relevant

tests to validate the ISMS and security of all processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. SECURITY REQUIREMENTS

- 2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for security.
- 2.3 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Buyer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Buyer Data remains under the effective control of the Supplier at all times.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.7 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co- operation between the Parties.

3. INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Commencement Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Para-

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graphs The ISMS shall: to In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with..

- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that:
 - 3.3.1 if the Buyer has not stipulated that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and-where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Services and all processes associated with the provision of the associated with the delivery of the Services, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph COMPLYING WITH THE ISMS;
- 3.5 at all times provide a level of security which:
 - 3.5.1 is in accordance with the Law and this Contract;
 - 3.5.2 complies with the Baseline Security Requirements;
 - 3.5.3 as a minimum demonstrates Good Industry Practice;
 - 3.5.4 complies with the Security Policy and the ICT Policy;
 - 3.5.5 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
 - 3.5.6 takes account of guidance issued by the National Protective Security Authority (npsa.gov.uk);

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- 3.5.7 NOT USED
 - 3.5.8 meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - 3.5.9 addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - 3.5.10 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph COMPLYING WITH THE ISMS;
 - 3.5.11 document the security incident management processes and incident response plans;
 - 3.5.12 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
 - 3.5.13 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.6 Subject to Paragraph SECURITY REQUIREMENTS, the references to Standards, guidance and policies contained or set out in Paragraph The ISMS shall: shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.7 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.8 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph if the Buyer has not stipulated that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the ISMS is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the

date of the first submission of the ISMS to the Buyer. If the Buyer does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS) may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs The ISMS shall: to In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with. shall be deemed to be reasonable.

- 3.9 Approval by the Buyer of the ISMS pursuant to Paragraph If the bespoke ISMS submitted to the Buyer pursuant to Paragraph if the Buyer has not stipulated that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the ISMS is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS) may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs The ISMS shall: to In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with. shall be deemed to be reasonable. or of any change to the ISMS shall not relieve the Supplier of its obligations under this Part B Schedule S3 (Security Requirements).

4. SECURITY MANAGEMENT PLAN

- 4.1 Within twenty (20) Working Days after the Commencement Date, the Supplier shall prepare and submit to the Buyer for approval in accordance with Paragraph SECURITY MANAGEMENT PLAN fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph The Security Management Plan shall:.

- 4.2 The Security Management Plan shall:

- 4.2.1 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with Paragraph at all times provide a level of security which:complies with the Security Policy and the ICT Policy;; the Security Policy;

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- 4.2.2 identify the necessary delegated organisational roles defined for those responsible for ensuring this Part B Schedule S3 (Security Requirements) is complied with by the Supplier;
- 4.2.3 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Buyer's Confidential Information and the Buyer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;
- 4.2.4 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 4.2.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Part B Schedule S3 (Security Requirements) (including the requirements set out in Paragraph The ISMS shall:);
- 4.2.6 demonstrate that the Supplier's approach to delivery of the Services has minimised the Buyer and Supplier effort required to comply with this Part B Schedule S3 (Security Requirements) through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.7 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.8 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.9 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross- referencing if necessary to other Schedules of this Contract which cover specific areas included within those standards; and

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- 4.2.10 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Part B Schedule S3 (Security Requirements).

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph Within twenty

(20) Working Days after the Commencement Date, the Supplier shall prepare and submit to the Buyer for approval in accordance with Paragraph SECURITY MANAGEMENT PLAN fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph The Security Management Plan shall: is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not approve the Security Management Plan following its re-submission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph The Security Management Plan shall: shall be deemed to be reasonable.

4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Buyer pursuant to Paragraph Within twenty (20) Working Days after the Commencement Date, the Supplier shall prepare and submit to the Buyer for approval in accordance with Paragraph SECURITY MANAGEMENT PLAN fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph The Security Management Plan shall: is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph The Security Management Plan shall: shall be deemed to be reasonable. or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Part B Schedule S3 (Security Requirements).

5. AMENDMENT OF THE ISMS AND SECURITY MANAGEMENT PLAN

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- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
 - 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Services and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 where required in accordance with Paragraph complies with the Security Policy and the ICT Policy,, any changes to the Security Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph The Buyer may, acting reasonably, approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment., any change which the Supplier proposes to make to the ISMS or Security

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Management Plan (as a result of a review carried out pursuant to Paragraph The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect: a Buyer request, a change to the Baseline Security Requirements or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Buyer.

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

6. SECURITY TESTING

- 6.1 The Supplier shall, at its own expense, procure and conduct Security Tests using a CREST or CHECK service provider. The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test. or Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to

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carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test. reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the

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Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or Baseline Security Requirements or the requirements of this Part B Schedule S3 (Security Requirements), the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph Where any Security Test carried out pursuant to Paragraphs The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test. or Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test. reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or Baseline Security Requirements or the requirements of this Part B Schedule S3 (Security Requirements), the change to the ISMS or Security Management Plan shall be at no cost to the Buyer. reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. COMPLYING WITH THE ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with Paragraph [].
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier,

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then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

- 7.3 If, as a result of any such independent audit as described in Paragraph The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with Paragraph [], the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. SECURITY BREACH

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security., the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - 8.2.2 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 8.2.3 remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - 8.2.4 apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services so as to meet the relevant Service Levels, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - 8.2.5 prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - 8.2.6 supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government (National Cyber Security Centre) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - 8.2.7 as soon as reasonably practicable provide to the Buyer full details

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(using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Part B Schedule S3 (Security Requirements), then any required change to the ISMS shall be at no cost to the Buyer.

9. VULNERABILITIES AND FIXING THEM

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the IT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

- 9.2 The severity of threat vulnerabilities for the Supplier COTS Software and/or Third Party COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

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

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

- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 7 days of release, 'Important' within 14 days of release and all 'Other' within 60 Working Days of release, except where:

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

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

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

- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all Supplier COTS Software and/or Third Party COTS

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Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

- 9.4.1 where upgrading such Supplier COTS Software and/or Third Party COTS Software reduces the level of mitigations for known threats, vulnerabilities or

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exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by National Cyber Security Centre, or any other competent Central Government Body;
- 9.5.2 ensure that the IT Environment (to the extent that the IT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the IT Environment by actively monitoring the threat landscape during the Contract Period;
- 9.5.4 use a SCAP-compliant vulnerability scanning tool ([Security Content Automation Protocol Validation Program](#) CSRC (nist.gov)) to proactively scan the IT Environment (to the extent that the IT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;
- 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each month detailing both patched and outstanding vulnerabilities in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- 9.5.6 propose interim mitigation measures to vulnerabilities in the IT Environment known to be exploitable where a security patch is not immediately available;
- 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the IT Environment); and
- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the time-scales under this Paragraph VULNERABILITIES AND FIXING THEM, the Supplier shall immediately notify the Buyer.

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- 9.7 A failure to comply with Paragraph The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 7days of release, 'Important' within 14 days of release and all 'Other' within 60 Working Days of release, except where: shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

ANNEX 1 - BASELINE SECURITY REQUIREMENTS**1. HANDLING CLASSIFIED INFORMATION**

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

2. END USER DEVICES

- 2.1 When Buyer Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC"), for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Buyer Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/collection/device-security-guidance>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Buyer Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with the Change Control Procedure.
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Buyer Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Buyer Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Buyer Data at the end of life

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of that media in line with NCSC Data Sanitisation guidance ([Secure sanitisation of storage media - NCSC.GOV.UK](#)) ; and

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

4. ENSURING SECURE COMMUNICATIONS

- 4.1 The Buyer requires that any Buyer Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. SECURITY BY DESIGN

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Buyer Data.
- 5.2 When designing and configuring the IT Environment (to the extent that the IT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the IT Environment (to the extent that the IT Environment is within the control of the Supplier).

6. SECURITY OF SUPPLIER PERSONNEL

- 6.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: identity, employment history, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.
- 6.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Buyer Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Personnel that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Sub-Contractors grants increased IT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When Supplier Personnel no longer need elevated privileges or leave the organisation, their access rights shall be revoked within twenty four hours{.

7. RESTRICTING AND MONITORING ACCESS

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- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the IT Environment (to the extent that the IT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services.

Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the IT Environment that they require. The Supplier shall retain an audit record of accesses.

8. AUDIT

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the IT Environment (to the extent that the IT Environment is within the control of the Supplier). To the extent the design of the Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the IT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph AUDIT for a period of at least 2 years.

S4 STAFF TRANSFER

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;) unfair, wrongful or constructive dismissal compensation;) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;) compensation for less favourable treatment of part-time workers or fixed term employees;) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"Employment Regulations"	<p>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;</p>

"Former Supplier"	a supplier supplying the Services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor);
"Partial Termination"	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Replacement Sub-Contractor"	a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	the date of a Service Transfer;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party;

- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

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

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

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

2. INTERPRETATION

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

3. Which parts of this Schedule apply

- 3.1 The Parties agree that:

- 3.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, this Schedule S4 (Staff Transfer) shall apply as follows:
1. where the Relevant Transfer involves the transfer of Transferring Buyer Employees, Part A and Part D of this Schedule S4 (Staff Transfer) shall apply;
 - () where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B and Part D of this Schedule S4 (Staff Transfer) shall apply;
 - () where the Relevant Transfer involves the transfer of Transferring Buyer Employees and Transferring Former Supplier Employees, Parts A, B and D of this Schedule S4 (Staff Transfer) shall apply; and
 - () Part C of this Schedule S4 (Staff Transfer) shall not apply;
- 3.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of this Schedule S4 (Staff Transfer) shall apply, Part D of this Schedule S4 (Staff Transfer) may apply and Parts A and B of this Schedule S4 (Staff Transfer) shall not apply; and
- 3.1.3 Part E of this Schedule S4 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

PART A - STAFF TRANSFER AT THE COMMENCEMENT DATE – NOT USED

PART B - STAFF TRANSFER AT THE COMMENCEMENT DATE – NOT USED

PART C – NO STAFF TRANSFER ON THE COMMENCEMENT DATE

1. WHAT HAPPENS IF THERE IS A STAFF TRANSFER

- 3.2 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 3.3 Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim:, The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then:, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been

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Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim:, The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such 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- 3.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
- 3.3.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 3.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 3.3.4 if after the period referred to in Paragraph the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier; no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; to if after the period referred to in Paragraph the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier; no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;:

- 3.3.5 the Buyer will indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to

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Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim:; The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:; The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:; The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then:; all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then:; all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in

relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim:, The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then:, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier

and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim; The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim; The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim; The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim; The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim; The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a

Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim:, The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then:, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier

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3.3.6 The Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim; The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim; The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim; The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor., if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment

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RM6100 Order Form – Lots 2, 3 and 5

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Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim:, The indemnities in Paragraph Subject to Paragraphs The indemnities in Paragraph 1.2 shall not apply to any claim:, The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date. and If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such 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[illegible]

4. LIMITS ON THE FORMER SUPPLIER'S OBLIGATIONS

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

PART D – PENSIONS – NOT USED

PART E – STAFF TRANSFER ON EXIT

1. OBLIGATIONS BEFORE A STAFF TRANSFER

4.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 4.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 4.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract;
- 4.1.3 the date which is 12 Months before the end of the Term; and
- 4.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

4.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-Contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

4.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs The Supplier agrees that within 20 Working Days of the earliest of: and At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-Contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided). for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.

4.4 The Supplier warrants, for the benefit of the Buyer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs The Supplier agrees that within 20 Working Days of the earliest of: and At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-Contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided). shall be true and accurate in all material respects at the time of providing the information.

4.5 From the date of the earliest event referred to in Paragraph 1.1.1, receipt of the giving of notice of early termination or any Partial Termination of this Contract; and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 4.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- 4.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 4.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 4.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 4.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 4.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 4.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contractor;
- 4.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;
- 4.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 4.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 4.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- 4.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 4.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 4.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 4.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 4.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract.
- 4.6 On or around each anniversary of the Commencement Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 4.6.1 the numbers of employees engaged in providing the Services;
 - 4.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 4.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 4.6.4 a description of the nature of the work undertaken by each employee by location.
- 4.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 4.7.1 the most recent month's copy pay slip data;
 - 4.7.2 details of cumulative pay for tax and pension purposes;
 - 4.7.3 details of cumulative tax paid;
 - 4.7.4 tax code;

- 4.7.5 details of any voluntary deductions from pay; and
- 4.7.6 bank/building society account details for payroll purposes.

5. STAFF TRANSFER WHEN THE CONTRACT ENDS

- 5.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 5.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 5.3 Subject to Paragraph The indemnity in Paragraph Subject to Paragraph The indemnity in Paragraph Subject to Paragraph The indemnity in Paragraph Subject to Paragraph The indemnity in Paragraph Subject to Paragraph The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date., the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date. shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date., the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date. shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date., the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date. shall not apply to the extent that

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- 5.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contractor;
- 5.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-Contractor shall immediately release the person from its employment;
- 5.5.4 if after the period referred to in Paragraph the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contractor; no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-Contractor may within 5 Working Days give notice to terminate the employment of such person;

- .8.1 and subject to the Replacement Supplier's and/or Replacement Sub-Contractor's compliance with Paragraphs the Replacement Supplier and/or Replacement Sub-Contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; to if after the period referred to in Paragraph the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contractor; no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-Contractor may within 5 Working Days give notice to terminate the employment of such person; the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph 2.5 shall not apply to: and The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date., if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations shall not apply to: and The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph 2.5 shall not apply to: and The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date., if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date., if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations shall not apply to: and The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph 2.5 shall not apply to: and The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date., if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations shall not apply to: and The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph 2.5 shall not apply to: and The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date., if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the

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- 5.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 5.10 Subject to Paragraph The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations., the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its Sub-Contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 5.11 The indemnity in Paragraph Subject to Paragraph The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations., the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its Sub-Contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee. shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph 2.5 shall not apply to: and The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date., if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations shall not apply to: and The indemnity in Paragraph Subject to Paragraphs The indemnity in Paragraph 2.5 shall not apply to: and The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date., if any employee of the Supplier who is not identified

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S5 BENCHMARKING

1. INTRODUCTION

5.12 In this Schedule, the following definitions shall apply:

"Benchmark Review"	a review of the Services carried out in accordance with this Schedule to determine whether those Services represent Good Value;
"Benchmarked Services"	any Services included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Services;
"Comparable Services"	services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services.

6. WHEN YOU SHOULD USE THIS SCHEDULE

- 6.1 The Supplier acknowledges that the Buyer wishes to ensure that the Services, represent value for money to the taxpayer throughout the Contract Period.
- 6.2 This Schedule sets to ensure this Contract represent value for money throughout and that the Buyer may terminate this Contract by issuing a written notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

7. BENCHMARKING

7.1 How benchmarking works

- 7.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Services.
- 7.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 7.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
- 7.1.4 The Services that are to be the Benchmarked Services will be identified by the Buyer in writing.
- 7.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 7.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Services are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

7.2 Benchmarking Process

- 7.2.1 The benchmarker shall produce and send to the Buyer, for approval, a draft plan for the Benchmark Review which must include:
1. a proposed cost and timetable for the Benchmark Review;
 - () a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - () a description of how the benchmarker will scope and identify the Comparison Group.
- 7.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 7.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 5.2.3 shall apply to any amended draft plan.

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

7.2.5 Once it has received the approval of the draft plan, the benchmarker shall:

1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

- (i) market intelligence;
- (i) the benchmarker's own data and experience;
- (i) relevant published information; and
- (i) pursuant to Paragraph 5.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (i) by applying the adjustment factors listed in Paragraph 5.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (i) using the Equivalent Data, calculate the Upper Quartile;
 - (i) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

7.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

7.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (i) exchange rates;
 - (i) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

7.3 Benchmarking Report

7.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

7.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan approved pursuant to Paragraph The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it approves the

draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 5.2.3 shall apply to any amended draft plan., setting out its findings. Those findings shall be required to:

1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
- () if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and
 - () include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.
- 7.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with the Change Control Procedure.

S6 BUSINESS CONTINUITY AND DISASTER RECOVERY

.1 DEFINITIONS

1.2 In this Schedule, the following definitions shall apply:

"BCDR Plan"	has the meaning given to it in Paragraph ninety (90) Working Days following the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a " BCDR Plan "), which shall detail the processes and arrangements that the Supplier shall follow to: of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph Section 2 which shall relate to business continuity (the " Business Continuity Plan "); and of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph Section 3 which shall relate to disaster recovery (the " Disaster Recovery Plan "). of this Schedule;
"Related Supplier"	any person who provides services to the Buyer which are related to the Services from time to time;
"Review Report"	has the meaning given to it in Paragraph the Supplier's proposals (the " Supplier's Proposals ") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan. of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph the Supplier's proposals (the " Supplier's Proposals ") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan. of this Schedule;

2. BCDR Plan

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

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

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - () failure or disruption scenarios and assessments of likely frequency of occurrence;
 - () identification of any single points of failure within the provision of the Services and processes for managing those risks;
 - () identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
 - () a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

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

- 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
- 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
- 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
- 3.2.4 it details a process for the management of disaster recovery testing.

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

3.4 The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

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

5. Disaster Recovery (Section 3)

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

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) months;

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

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Services; and
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- 7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

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

S7 CONTINUOUS IMPROVEMENT

1. SUPPLIER'S OBLIGATIONS

- 7.4 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.
- 7.5 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 7.6 In addition to Paragraph The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer., the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 7.6.1 identifying the emergence of relevant new and evolving technologies;
 - 7.6.2 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);
 - 7.6.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
 - 7.6.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 7.7 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.
- 7.8 The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 7.9 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.
- 7.10 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.

- 7.11 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.:
- 7.11.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
 - 7.11.2 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.
- 7.12 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph In addition to Paragraph The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer., the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:.
- 7.13 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.
- 7.14 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
- 7.15 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES

C1

1. RELEVANT CONVICTIONS

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

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

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

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

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

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

1.3.2 conduct thorough questioning regarding any Relevant Convictions; and

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

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

RM6100 TECHNOLOGY SERVICES 3

LOTS 2, 3 AND 5 CALL OFF TERMS

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1. **DEFINITIONS**

- 1.1 **In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in these Call Off Terms and in particular Schedule 1 (Definitions).**
- 1.2 **If no meaning is given to a capitalised expression in this Contract, it shall, in the first instance, be interpreted in accordance with the Order Form and related documents and otherwise in accordance with common interpretation within the relevant services sector/industry where appropriate.**

2. **INTERPRETATION**

2.1 **In this Contract, unless the context otherwise requires:**

- 2.1.1 the singular includes the plural and vice versa;
- 2.1.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 2.1.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.1.4 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**";
- 2.1.5 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;
- 2.1.6 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule or the part of the Schedule in which the references appear;
- 2.1.7 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract; and
- 2.1.8 any reference which immediately before Exit Day was 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.

2.2 In the event and to the extent only of a conflict between the Order Form, these Call Off Terms and the provisions of the Framework, the conflict shall be resolved in accordance with the following descending order of precedence:

- 2.2.1 the Framework, except Framework Schedule 18 (Tender);
- 2.2.2 the Order Form;
- 2.2.3 these Call Off Terms; and
- 2.2.4 Framework Schedule 18 (Tender).

2.3 Where Framework Schedule 18 (Tender) contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.

3. GUARANTEE

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S8 (Guarantee).

4. DUE DILIGENCE

4.1 The Supplier acknowledges that:

- 4.1.1 the Buyer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
- 4.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
- 4.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Buyer before the Commencement Date) of all relevant details, including but not limited to, details relating to the:

- (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Commencement Date) future Operating Environment;
- (b) operating processes and procedures and the working methods of the Buyer;
- (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Services of the Buyer Assets; and
- (d) existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Services; and

4.1.4 it has advised the Buyer in writing of:

- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
- (b) the actions needed to remedy each such unsuitable aspect; and
- (c) a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract, including the Services Specification and/or Buyer Responsibilities, as applicable.

4.2 **The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:**

- 4.2.1 any unsuitable aspects of the Operating Environment; and/or
- 4.2.2 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

5. **WARRANTIES AND REPRESENTATIONS**

5.1 **Each Party warrants and represents that:**

- 5.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 5.1.2 this Contract is executed by its duly authorised representative;

- 5.1.3 here are no actions, suits or proceedings or regulatory investigation before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Contract; and
- 5.1.4 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

5.2 The Supplier warrants and represents that:

- 5.2.1 it is validly incorporated, organised and subsisting in accordance with the Law of its place of incorporation;
- 5.2.2 it has all necessary consents and regulatory approvals to enter into this Contract;
- 5.2.3 it has notified the Buyer in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- 5.2.4 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 5.2.5 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 5.2.6 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Buyer in writing prior to the date of this Contract;

- 5.2.7 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;
 - 5.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
 - 5.2.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
 - 5.2.10 within the previous 12 months, no Financial Distress Events (as defined in Schedule 8 (Financial Distress)) have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.
- 5.3 **Each of the representations and warranties set out in Clauses 5.1 and 5.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.**
- 5.4 **If at any time a Party becomes aware that a representation or warranty given by it under Clauses 5.1 and 5.2 has been breached, is untrue or is misleading,**

it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

- 5.5 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Buyer may have in respect of breach of that provision by the Supplier.
- 5.6 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

6. CONTRACT PERIOD

- 6.1 This Contract shall take effect on the Commencement Date specified in the Order Form and shall unless terminated earlier under the terms of this Contract, shall expire:
 - 6.1.1 at the end of the Initial Term (as specified in the Order Form); or
 - 6.1.2 if the Buyer elects to extend the Initial Term by giving the Supplier at least thirty (30) days' notice before the end of the Initial Term, at the end of the notified Extension Period.

7. IMPLEMENTATION

Quality Plans

- 7.1 The Supplier shall develop, within 30 Working Days (or such other date as agreed between the Parties) of the Commencement Date, quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("Quality Plans").
- 7.2 The Supplier shall obtain the Buyer Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Buyer's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Contract.
- 7.3 Following the approval by the Buyer of the Quality Plans:
 - 7.3.1 the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and
 - 7.3.2 any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

Implementation Plan

7.4 **Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S1 (Implementation Plan) in relation to the agreement and maintenance of the Detailed Implementation Plan.**

7.5 **The Supplier shall:**

7.5.1 comply with the Implementation Plan (if any);

7.5.2 ensure that each Milestone (if any) is Achieved on or before the Milestone Date.

Delays and Delay Payments

7.6 **If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call Off Contract:**

7.6.1 it shall:

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

(b) include in its notification an explanation of the actual or anticipated impact of the Delay; and

(c) comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

(d) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and

7.6.2 if the Delay or anticipated Delay relates to a Milestone Clauses 7.7 and 7.8 below shall apply.

7.7 **If a Milestone has not been Achieved by its relevant Milestone Date, the provisions of Paragraph 1 of Part C of Schedule 2 (Charges and Invoicing) shall apply in relation to the payment of Delay Payments.**

7.8 **Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:**

7.8.1 the Buyer is entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); or

7.8.2 the Delay exceeds the Delay Deduction Period.

Testing and Achievement of Milestones

- 7.9 **Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S2 (Testing Procedures) in relation to the procedures to determine whether a Milestone or Test has been Achieved.**

8. PROVISION AND RECEIPT OF THE SERVICES

Standards of Services

8.1 The Supplier shall ensure the Services:

- 8.1.1 comply in all respects with the Services Specification set out or referred to in Attachment 1 (Services Specification) of the Order Form; and
- 8.1.2 are supplied in accordance with the provisions of this Contract.

8.2 The Supplier shall perform the Services under this Contract in accordance with:

- 8.2.1 all applicable Laws;
- 8.2.2 Good Industry Practice;
- 8.2.3 the Standards;
- 8.2.4 the Security Policy (if so required by the Buyer);
- 8.2.5 the ICT Policy (if so required by the Buyer);
- 8.2.6 the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 8.2.1 to 8.2.5.

8.3 The Supplier shall take reasonable steps to ensure that in the performance of its obligations under this Contract it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.

8.4 The Buyer shall comply with its Buyer Responsibilities set out in the Order Form.

Supplier Covenants

8.5 The Supplier shall:

- 8.5.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;
- 8.5.2 save to the extent that obtaining and maintaining the same are Buyer Responsibilities and subject to Clause 49 (Change), obtain, and main-

tain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;

- 8.5.3 ensure that:
- (a) it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;
 - (b) the release of any new Software or Upgrade to any Software complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) months before the release of any new Software or Upgrade;
 - (c) all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - (d) any products or services recommended or otherwise specified by the Supplier for use by the Buyer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the requirements of the Buyer; and
 - (e) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Buyer) and will be Euro Compliant;
- 8.5.4 minimise any disruption to the Services, the IT Environment and/or the Buyer's operations when carrying out its obligations under this Contract;
- 8.5.5 ensure that any Documentation and training provided by the Supplier to the Buyer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 8.5.6 co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Buyer and/or to any Replacement Supplier;
- 8.5.7 to the extent it is legally able to do so, hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third

- parties or any Sub-Contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier;
- 8.5.8 unless it is unable to do so, assign to the Buyer on the Buyer's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 8.5.7;
 - 8.5.9 provide the Buyer with such assistance as the Buyer may reasonably require during the Contract Period in respect of the supply of the Services; and
 - 8.5.10 gather, collate and provide such information and co-operation as the Buyer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract;
 - 8.5.11 ensure that neither it, nor any of its Affiliates, embarrasses the Buyer or otherwise brings the Buyer into disrepute by engaging in any act or omission in relation to this Contract which is reasonably likely to diminish the trust that the public places in the Buyer.
- 8.6 **An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.**
- 8.7 **Without prejudice to Clauses 23.2 and 23.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Buyer howsoever arising the Supplier shall:**
- 8.7.1 remedy any breach of its obligations in Clauses 8.5.2 to 8.5.4 inclusive within three (3) Working Days of becoming aware of the breach or being notified of the breach by the Buyer or within such other time period as may be agreed with the Buyer (taking into account the nature of the breach that has occurred);
 - 8.7.2 remedy any breach of its obligations in Clause 8.5.1 and Clauses 8.5.5 to 8.5.10 inclusive within twenty (20) Working Days of becoming aware of the breach or being notified of the breach by the Buyer;
 - 8.7.3 meet all the costs of, and incidental to, the performance of such remedial work.

Specially Written Software

- 8.8 **The Supplier warrants to the Buyer that all components of the Specially Written Software shall:**
- 8.8.1 be free from material design and programming errors;

- 8.8.2 perform in all material respects in accordance with the relevant specifications contained in the Order Form and Documentation; and
- 8.8.3 not infringe any Intellectual Property Rights.

Continuing Obligation to Provide the Services

8.9 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:

- 8.9.1 any withholding or deduction by the Buyer of any sum due to the Supplier pursuant to the exercise of a right of the Buyer to such withholding or deduction under this Contract;
- 8.9.2 the existence of an unresolved Dispute; and/or
- 8.9.3 any failure by the Buyer to pay any Charges,
unless the Supplier is entitled to terminate this Contract under Clause 35.2 (Termination by the Supplier) for failure to pay undisputed Charges.

9. SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

- 9.1 **The Parties shall comply with the provisions of Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).**
- 9.2 **The Supplier shall at all times provide the Services to meet or exceed the Service Level Performance Measure for each Service Level.**
- 9.3 **The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring), 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.**
- 9.4 **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 Schedule 3 (Service Levels, Service Credits and Performance Monitoring).**
- 9.5 **A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:**
 - 9.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 9.5.2 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 or any Supplier Personnel;
 - (c) results in the corruption or loss of any Buyer Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 9.5.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause);
- 9.6 **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:**
 - 9.6.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Commencement Date;
 - 9.6.2 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
 - 9.6.3 there is no change to the Service Credit Cap.
- 10. **CRITICAL SERVICE LEVEL FAILURE**
 - 10.1 **On the occurrence of a Critical Service Level Failure:**
 - 10.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 10.1.2 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 Clause 10 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 as a result of such Critical Service Level Failure.
- 11. **SUPPLIER PERSONNEL**
 - Supplier Personnel**
 - 11.1 **The Supplier shall:**
 - 11.1.1 provide in advance of any admission to Buyer Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Buyer may reasonably require;

- 11.1.2 ensure that all Supplier Personnel involved in the performance of this Contract:
- (a) are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (b) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule S3 (Security Requirements), where used; and
 - (c) comply with any reasonable instructions issued by the Buyer from time to time (including, if so required, the ICT Policy).
- 11.1.3 subject to Schedule S4 (Staff Transfer) where used, retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Buyer;
- 11.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
- 11.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- 11.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- 11.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- 11.1.8 procure that the Supplier Personnel shall vacate the Buyer Premises immediately upon the termination or expiry of this Contract.
- 11.2 **If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:**
- 11.2.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or
 - 11.2.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered.

Key Supplier Personnel

- 11.3 **The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.**
- 11.4 **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 for the purposes of this Contract be included on the list of Key Supplier Personnel.**
- 11.5 **The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel (including when carrying out Exit Management, if any) unless:**
- 11.5.1 requested to do so by the Buyer or the Supplier obtains the Buyer's prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);
 - 11.5.2 the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave; or
 - 11.5.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 11.6 **The Supplier shall:**
- 11.6.1 notify the Buyer promptly of the absence of any Key Supplier Personnel (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);
 - 11.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 11.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 11.6.4 ensure that all arrangements for planned changes in Key Supplier Personnel 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 Services and Deliverables; and
 - 11.6.5 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 Supplier Personnel whom he or she has replaced.

- 11.7 The Buyer may require the Supplier to remove or procure that any Sub-Contractor shall remove any Key Supplier Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.**

Employment Liabilities

- 11.8 The Parties agree that:**

- 11.8.1** the Supplier shall both during and after the Contract Period indemnify the Buyer against all Employee Liabilities that may arise as a result of any claims brought against the Buyer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and
- 11.8.2** the Buyer shall both during and after the Contract Period indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

12. STAFF TRANSFER

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S4 (Staff Transfer).

13. STANDARDS

The Supplier shall at all times during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

14. EQUIPMENT AND MAINTENANCE

Supplier Equipment

- 14.1** The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Contract the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.
- 14.2** All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

- 14.3 Subject to any express provision of the BCDR Plan (if any) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract, including the Service Levels.

Maintenance

- 14.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the "Maintenance Schedule") which shall be agreed with the Buyer. Once the Maintenance Schedule has been agreed with the Buyer Representative, the Supplier shall only undertake such planned maintenance (which shall be known as "Permitted Maintenance") in accordance with the Maintenance Schedule.
- 14.5 The Supplier shall give as much notice as is reasonably practicable to the Buyer Representative prior to carrying out any Emergency Maintenance.
- 14.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the IT Environment and the Services.

Supply of Goods

- 14.7 Where, as part of the Services, the Supplier is to sell goods or equipment ("Goods") to the Buyer:
- 14.7.1 the relevant Goods and their prices shall be as set out in the Order Form;
 - 14.7.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;
 - 14.7.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for 12 months after delivery;
 - 14.7.4 if following inspection or testing the Buyer considers that the Goods do not conform with the relevant specification, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and
 - 14.7.5 without prejudice to any other rights or remedies of the Buyer:
 - (a) risk in the Goods shall pass to the Buyer at the time of delivery; and
 - (b) ownership of the Goods shall pass to the Buyer at the time of payment.

15. CHARGES AND INVOICING

Charges and Invoicing

- 15.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Buyer shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 2 (Charges and Invoicing).
- 15.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 7.9 (Testing and Achievement of Milestones), 29 (Reports and Audits), 41 (Transparency and Freedom of Information), 34 (Protection of Personal Data) and, to the extent specified therein, Clause 31 in respect of step-in.
- 15.3 If the Buyer fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

VAT

- 15.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice.
- 15.5 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 15.5 shall be paid in cleared funds by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Buyer.

Set-off and Withholding

- 15.6 The Buyer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 15.7 If the Buyer wishes to exercise its right pursuant to Clause 15.6 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Buyer's reasons for withholding or retaining the relevant Charges.

16. **INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**

16.1 **Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:**

16.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 (including IR35) and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

16.1.2 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 (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.

16.2 **In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause 16.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:**

16.2.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 16.1, or why those requirements do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;

16.2.2 that the Worker's contract may be terminated at the Buyer's request if:

(e) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or

(f) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 16.1 or confirms that the Worker is not complying with those requirements;

16.2.3 that the Buyer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

17. BENCHMARKING AND CONTINUOUS IMPROVEMENT

- 17.1** Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S5 (Benchmarking) in relation to the benchmarking of any or all of the Services.
- 17.2** Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S7 (Continuous Improvement) in relation to the continuous improvement of the Services.

18. FINANCIAL DISTRESS

The Parties shall comply with the provisions of Schedule 8 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

19. LIMITATION OF LIABILITY

Unlimited Liability

19.1 Neither Party limits its liability for:

- 19.1.1** death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- 19.1.2** fraud or fraudulent misrepresentation by it or its employees;
- 19.1.3** breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 19.1.4** any liability to the extent it cannot be limited or excluded by Law.

19.2 The Supplier's liability in respect of the indemnities in Clause 15.5 (VAT), Clause 11.8.1 (Employment Indemnity), Clause 16.1.2 (Income Tax and National Insurance Contributions), Clause 23 (IPRs Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) be unlimited.

19.3 The Buyer's liability in respect of the indemnities in Clause 11.8.2 (Employment Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) shall be unlimited.

Financial and other limits

19.4 Subject to Clauses 19.1 and 19.2 and Clauses 19.7:

- 19.4.1** the Supplier's aggregate liability in respect of loss of or damage to the Buyer Premises or other property or assets of the Buyer (including technical infrastructure, assets or equipment but excluding any loss or damage to the Buyer's Data or any other data) that is caused

by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;

19.4.2 the Supplier's aggregate liability in respect of loss of or damage to Buyer Data or breach of the Data Protection Legislation that is caused by Default of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;

19.4.3 the Supplier's aggregate liability in respect of all:

(g) Service Credits; and

(h) Compensation for Critical Service Level Failure;

incurred in any rolling period of 12 months shall be subject to the Service Credit Cap; and

19.4.4 the Supplier's aggregate liability in respect of all other Losses incurred by the Buyer under or in connection with this Contract as a result of Defaults by the Supplier shall in no event exceed:

(i) in relation to Defaults occurring in the first Contract Year, an amount equal to 150% of the Estimated Year 1 Charges;

(j) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and

(k) in relation to Defaults occurring after the end of the Contract Period, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period,

provided that where any Losses referred to this Clause 19.4.4 have been incurred by the Buyer as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in such Clause to 150% shall be deemed to be references to 200%.

19.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 19.4.4.

19.6 Subject to Clauses 19.1 and 19.3 and Clause 19.7 and without prejudice to the Buyer's obligation to pay the Charges as and when they fall due for payment:

- 19.6.1 the Buyer's total aggregate liability as a result of early termination of this Contract by the Buyer pursuant to Clause 35.1.9 (Termination Without Cause) shall comprise the fee calculated in accordance with the provisions of Clause 36.2 and Attachment 2 (Charges) of the Order Form;
- 19.6.2 the Buyer's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Buyer shall in no event exceed:
 - (l) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;
 - (m) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
 - (n) in relation to Defaults occurring after the end of the Contract Period, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period.

Consequential Losses

- 19.7 **Subject to Clauses 19.1, 19.2 and 19.3 and Clause 19.8, neither Party shall be liable to the other Party for:**
 - 19.7.1 any indirect, special or consequential Loss; or
 - 19.7.2 any loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 19.8 **Notwithstanding Clause 19.7 but subject to Clause 19.4, the Supplier acknowledges that the Buyer may, amongst other things, recover from the Supplier the following Losses incurred by the Buyer to the extent that they arise as a result of a Default by the Supplier:**
 - 19.8.1 any additional operational and/or administrative costs and expenses incurred by the Buyer, including costs relating to time spent by or on behalf of the Buyer in dealing with the consequences of the Default;
 - 19.8.2 any wasted expenditure or charges;
 - 19.8.3 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables,

which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;

- 19.8.4 any compensation or interest paid to a third party by the Buyer; and
- 19.8.5 any fine or penalty incurred by the Buyer pursuant to Law and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty.

Mitigation

- 19.9 **Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.**

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 **Except as expressly set out in this Contract:**

- 20.1.1 the Buyer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
 - (a) the Supplier Software;
 - (b) the Third Party Software;
 - (c) the Third Party IPRs; and
 - (d) the Supplier Background IPRs;
- 20.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including:
 - (a) the Buyer Software;
 - (b) the Buyer Data; and
 - (c) the Buyer Background IPRs;
- 20.1.3 Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the Buyer.

- 20.2 **Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 20.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).**

- 20.3 **Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.**
- 20.4 **Unless the Buyer otherwise agrees in advance in writing:**
- 20.4.1 all Specially Written Software and any software element of Project Specific IPRs shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software; and
- 20.4.2 where the Specially Written Software and any software element of Project Specific IPRs are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer.
- 20.5 **Where the Buyer agrees that any Specially Written Software and/or any software element of Project Specific IPRs should be excluded from Open Source publication, the Supplier shall as soon as reasonably practicable provide written details of the impact that such exclusion will have on the Buyer's ability to publish other Open Source software under Clause 24.**
- 20.6 **The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.**

21. **TRANSFERS AND LICENCES GRANTED BY THE SUPPLIER**

Specially Written Software and Project Specific IPRs

- 21.1 **Subject to Clause 21.17 the Supplier hereby agrees to transfer to the Buyer, or shall procure the transfer to the Buyer of, all rights (subject to Clause 20.1.1 in the Specially Written Software and the Project Specific IPRs including (without limitation):**
- 21.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
- 21.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the **"Software Supporting Materials"**);
- but not including any Know-How, trade secrets or Confidential Information.**
- 21.2 **The Supplier:**
- 21.2.1 shall:

- (a) inform the Buyer of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software; and
 - (b) deliver to the Buyer the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer; and
 - (c) without prejudice to Clause 21.11, provide full details to the Buyer of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs;
- 21.2.2 acknowledges and agrees that the ownership of the media referred to in Clause 21.2.1(b) shall vest in the Buyer upon their receipt by the Buyer; and
- 21.2.3 shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Buyer.

Supplier Software and Supplier Background IPRs

- 21.3 **The Supplier shall not use any Supplier Non-COTS Software or Supplier Non-COTS Background IPR in the provision of the Services unless it is detailed in the Order Form, and where Part A of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, sent to the Technical Board (as defined therein) for review and approval granted by the Buyer.**
- 21.4 **The Supplier hereby grants to the Buyer:**
- 21.4.1 subject to the provisions of Clause 21.17, perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):
 - (a) the Supplier Non-COTS Software for which the Supplier delivers a copy to the Buyer for any purpose relating to the Services (or substantially equivalent services) or for

any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and

- (b) the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function;

21.4.2 a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Buyer and Supplier COTS Background IPRs on the licence terms identified in a letter or substantially in the form set out in Part A of Schedule 9 (Software) and signed by or on behalf of the Parties on or before the Commencement Date provided always that the Buyer shall remain entitled to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in Clauses 21.7 and 21.8 in relation to the Supplier Non-COTS Software and Supplier Non-COTS Background IPRs; and

21.4.3 a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.

21.5 **At any time during the Contract Period or following termination or expiry of this Contract, the Supplier may terminate the licence granted in respect of the Supplier Non-COTS Software under 21.4.1(a) or in respect of the Supplier Non-COTS Background IPRs under Clause 21.4.1(b) by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Buyer or any person to whom the Buyer grants a sub-licence pursuant to Clause 21.7 (Buyer's right to sub-license) commits any material breach of the terms of Clause 21.4.1(a) or 21.4.1(b) or 21.7.1 (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.**

21.6 **In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to Clause 21.5, the Buyer shall:**

21.6.1 immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);

21.6.2 at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election

within 6 months of the termination of the licence, the Buyer may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and

- 21.6.3 ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Buyer) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

Buyer's right to sub-license

21.7 Subject to Clause 21.17, the Buyer may sub-license:

- 21.7.1 the rights granted under Clause 21.4 to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
- (a) the sub-licence is on terms no broader than those granted to the Buyer;
 - (b) the sub-licence authorises the third party to use the rights licensed in Clause 21.4 only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and
 - (c) the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Part B to Schedule 9 (Software); and
- 21.7.2 the rights granted under Clause 21.4 to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:
- (a) the sub-licence is on terms no broader than those granted to the Buyer; and
 - (b) the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Approved Sub-Licensee.

Buyer's right to assign/novate licenses

- 21.8 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 21.4 to:**
- 21.8.1 a Central Government Body; or**
 - 21.8.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.**
- 21.9 Any change in the legal status of the Buyer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 21.4. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licence granted in Clause 21.4.**
- 21.10 If a licence granted in Clause 21.4 is novated under Clause 21.8 or there is a change of the Buyer's status pursuant to Clause 21.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Buyer.**

Third Party Software and Third Party IPRs

- 21.11 The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless detailed in the Order Form, where Part A of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, approval is granted by the Buyer following a review by the Technical Board and has in each case either:**
- 21.11.1 first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the Buyer on a royalty-free basis to the Buyer and on terms no less favourable to the Buyer than those set out in Clauses 21.4.1 and 21.5 and Clause 21.8; or**
 - 21.11.2 complied with the provisions of Clause 21.12.**
- 21.12 If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Clause 21.11.1, the Supplier shall:**
- 21.12.1 notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and**
 - 21.12.2 use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the Buyer has first approved in writing the terms of the licence from the relevant third party.**

21.13 The Supplier shall:

- 21.13.1 notify the Buyer in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and
- 21.13.2 unless instructed otherwise in writing by the Buyer in any case within twenty (20) Working Days of notification pursuant to 21.12.1, use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Buyer on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

21.14 Should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the Buyer does not have a suitable licence, then the Supplier must notify the Buyer within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in.

Termination and Replacement Suppliers

21.15 For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Clause 21.

21.16 The Supplier shall, if requested by the Buyer and at the Supplier's cost:

- 21.16.1 grant (or procure the grant) to any Replacement Supplier of:
 - (a) a licence to use any Supplier Non-COTS Software, Supplier Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Buyer in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Clause 21 subject to receipt by the Supplier of a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Replacement Supplier;
 - (b) a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Supplier; and/or

- 21.16.2 use all reasonable endeavours to procure the grant to any Replacement Supplier of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

Patents

- 21.17 **Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Contract.**

22. LICENCES GRANTED BY THE BUYER

- 22.1 **The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use the Buyer Software, the Buyer Background IPRs, the Specially Written Software, the Project Specific IPRs and the Buyer Data solely to the extent necessary for performing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:**

22.1.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 39; and

22.1.2 the Supplier shall not, without the Buyer's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

- 22.2 **In the event of the termination or expiry of this Contract, the licence granted pursuant to Clause 22.1 and any sub-licence granted by the Supplier in accordance with Clause 22.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:**

22.2.1 immediately cease all use of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be);

22.2.2 at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data, provided that if the Buyer has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be); and

- 22.2.3 ensure, so far as reasonably practicable, that any Buyer Software, Buyer Background IPRs and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Buyer Software, Buyer Background IPRs and/or Buyer Data.

23. IPR INDEMNITY

- 23.1 **The Supplier shall at all times, during and after the Contract Period, on written demand indemnify the Buyer and each other Indemnified Person, and keep the Buyer and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.**
- 23.2 **If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:**
 - 23.2.1 procure for the Buyer or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
 - 23.2.2 replace or modify the relevant item with non-infringing substitutes provided that:
 - (a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (b) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
 - (c) there is no additional cost to the Buyer or relevant Indemnified Person (as the case may be); and
 - (d) the terms and conditions of this Contract shall apply to the replaced or modified Services.
- 23.3 **If the Supplier elects to procure a licence in accordance with Clause 23.2.1 or to modify or replace an item pursuant to Clause 23.2.2, but this has not avoided or resolved the IPRs Claim, then:**
 - 23.3.1 the Buyer may terminate this Contract (if subsisting) with immediate effect by written notice to the Supplier; and
 - 23.3.2 without prejudice to the indemnity set out in Clause 23.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

24. **OPEN SOURCE PUBLICATION**

- 24.1 **The Supplier agrees that the Buyer may at its sole discretion publish as Open Source all or part of the Specially Written Software and any software element of the Project Specific IPRs after the Commencement Date.**
- 24.2 **The Supplier hereby warrants that the Specially Written Software and any software element of the Project Specific IPRs:**
- 24.2.1 are suitable for release as Open Source and that any release will not allow a third party to use the Open Source to in any way compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs or the Buyer System;
 - 24.2.2 shall not cause any harm or damage to any party using anything published as Open Source and that the Specially Written Software and the Project Specific IPRs do not contain any Malicious Software;
 - 24.2.3 do not contain any material which would bring the Buyer into disrepute upon publication as Open Source;
 - 24.2.4 do not contain any IPR owned or claimed to be owned by any third party which is found, or alleged to be found, in the Specially Written Software and the Project Specific IPRs ("**Non-Party IPRs**"); and
 - 24.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the Commencement Date.
- 24.3 **The Supplier shall ensure that the Open Source Publication Material provided to the Buyer does not include any Supplier Software or Supplier Background IPRs save that which the Supplier is willing to allow to be included in any Open Source publication. In such a case, the Supplier hereby acknowledges that any such Supplier Software or Supplier Background IPRs will become Open Source and will be licensed and treated as such following publication by the Buyer and any third party that uses the Open Source Publication Materials on the terms of the Open Source licence used by the Buyer when publishing as Open Source.**
- 24.4 **The Supplier hereby indemnifies the Buyer against all claims in which the Buyer is, or is threatened to be, a party for any alleged infringement of any Non-Party IPRs arising from publication of the Specially Written Software and any software element of the Project Specific IPRs as Open Source under Clause 24.**

25. **PUBLICITY AND BRANDING**

- 25.1 **The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any**

promotion or marketing or announcement of orders, without the Buyer's prior written approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).

- 25.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

26. BUYER DATA AND SECURITY REQUIREMENTS

Security Requirements

- 26.1 Where indicated in the Order Form, the Parties shall comply with either Part A or Part B of Schedule S3 (Security Requirements).
- 26.2 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have:
- 26.2.1 (or be willing obtain within such period as agreed between the Parties) an accredited secure facility environment in accordance with HMG Security Policy Framework May 2018 and/or any future variations to the policy, (commonly referred to as List X). Further information on List X accreditation can be found at: <https://www.gov.uk/government/publications/security-policy-framework>; and
- 26.2.2 a number of UK national security cleared personnel prior to the Commencement Date.
- 26.3 If the Supplier fails to comply with Clause 26.2 above, then without prejudice to the Buyer's other rights and remedies (if any), the Buyer shall be entitled to terminate this Contract for material Default in accordance with Clause 35.1.1.

Protection of Buyer Data

- 26.4 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Buyer Data.
- 26.5 The Supplier shall not store, copy, disclose, or use the Buyer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Buyer.
- 26.6 To the extent that the Buyer Data is held and/or Processed by the Supplier, the Supplier shall supply that Buyer Data to the Buyer as requested by the

Buyer and in the format (if any) specified in this Contract and in any event as specified by the Buyer from time to time in writing.

- 26.7 The Supplier shall preserve the integrity of Buyer Data and prevent the corruption or loss of Buyer Data at all times that the relevant Buyer Data is under its control or the control of any Sub-Contractor.**
- 26.8 The Supplier shall perform secure back-ups of all Buyer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Buyer (or to such other person as the Buyer may direct) at all times upon request and are delivered to the Buyer at no less than 6 monthly intervals (or such other intervals as may be agreed in writing between the Parties).**
- 26.9 The Supplier shall ensure that any system on which the Supplier holds any Buyer Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).**
- 26.10 If the Buyer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Buyer may:**
 - 26.10.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of buyer Data to the extent and in accordance with the requirements specified in Schedule S6 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Buyer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Buyer's notice; and/or**
 - 26.10.2 itself restore or procure the restoration of Buyer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule S6 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Buyer.**

27. MALICIOUS SOFTWARE

- 27.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.**
- 27.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.**

27.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 27.2 shall be borne by the Parties as follows:

27.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Buyer Data (whilst the Buyer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

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

28. GOVERNANCE

28.1 The Parties shall comply with the provisions of Schedule 7 (Governance) in relation to the management and governance of this Contract.

Representatives

28.2 Each Party shall have a representative for the duration of this Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.

28.3 The initial Supplier Representative shall be the person named as such in the Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 11 (Supplier Personnel).

28.4 The initial Buyer Representative shall be the person named as such in the Order Form. The Buyer may, by written notice to the Supplier, revoke or amend the authority of the Buyer Representative or appoint a new Buyer Representative.

29. RECORDS AND AUDIT

29.1 The Supplier shall keep and maintain for seven (7) years after termination or expiry of this Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Buyer.

29.2 The Supplier shall:

29.2.1 keep the records and accounts referred to in Clause 29.1 in accordance with Good Industry Practice and Law; and

29.2.2 afford any Auditor access to the records and accounts referred to in Clause 29.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or

copies of the same, as may be required by any of the Auditors from time to time during the Contract Period and the period specified in Clause 29.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Contract including for the following purposes to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under this Contract (and any proposed or actual variations to them in accordance with this Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub- Contractors and any third party suppliers) in connection with the provision of the Services;
- (c) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (d) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened Breach of Security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor (if applicable) and/or any Sub-Contractors or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
- (i) 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 Buyer has used its resources;

- (j) review any Performance Monitoring Reports provided under Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (k) verify the accuracy and completeness of any information delivered or required by this Contract;
- (l) inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (m) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (n) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (o) review the Supplier's compliance with the Standards;
- (p) inspect the Buyer Assets, including the Buyer's IPRs, equipment and facilities, for the purposes of ensuring that the Buyer Assets are secure and that any register of assets is up to date; and/or
- (q) review the integrity, confidentiality and security of the Buyer Data.

29.3 The Buyer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Buyer.

29.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

- 29.4.1 all reasonable information requested by the Buyer within the scope of the audit;
- 29.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and
- 29.4.3 access to the Supplier Personnel.

- 29.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 29.1, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Buyer for the Buyer's reasonable costs incurred in relation to the audit.

30. **INSURANCE**

- 30.1 Without limitation to the generality of Clause 30.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.
- 30.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

31. **BUYER REMEDIES FOR DEFAULT**

Remedies

- 31.1 Without prejudice to any other right or remedy of the Buyer howsoever arising (including under Schedule 3 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 9.5 and 7.8, if the Supplier commits any Default of this Contract then the Buyer may (whether or not any part of the Services have been delivered) do any of the following:
- 31.1.1 at the Buyer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Buyer's instructions;
 - 31.1.2 carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract;
 - 31.1.3 if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different)) obligations and regardless of whether such Defaults are remedied, which taken together constitute a material Default):
 - (a) instruct the Supplier to comply with the Rectification Plan Process;

- (b) suspend this Contract (whereupon the relevant provisions of Clause 35.3 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;
 - (c) without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 35.3 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services;
- 31.2 **Where the Buyer exercises any of its step-in rights under Clauses 31.1.3(b) or 31.1.3(c), the Buyer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Buyer or a third party and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.**

Rectification Plan Process

- 31.3 **Where the Buyer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 31.1.3(c) the Supplier shall submit a draft Rectification Plan to the Buyer for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Buyer's request for a draft Rectification Plan.**
- 31.4 **The draft Rectification Plan shall set out:**
 - 31.4.1 **full details of the Default that has occurred, including a root cause analysis;**
 - 31.4.2 **the actual or anticipated effect of the Default; and**
 - 31.4.3 **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).**
- 31.5 **The Supplier shall promptly provide to the Buyer any further documentation that the Buyer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an Expert in accordance with Paragraph 6 of Schedule 4 (Dispute Resolution Procedure).**

31.6 The Buyer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

31.6.1 is insufficiently detailed to be capable of proper evaluation;

31.6.2 will take too long to complete;

31.6.3 will not prevent recurrence of the Default; and/or

31.6.4 will rectify the Default but in a manner which is unacceptable to the Buyer.

31.7 The Buyer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Buyer rejects the draft Rectification Plan, the Buyer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Buyer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Buyer's notice rejecting the first draft.

31.8 If the Buyer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

32. SUPPLIER RELIEF DUE TO BUYER CAUSE

32.1 Notwithstanding any other provision of this Contract, if the Supplier has failed to:

32.1.1 Achieve a Milestone by its Milestone Date;

32.1.2 provide the Services in accordance with the Service Levels; and/or

32.1.3 comply with its obligations under this Contract,

(each a "Supplier Non-Performance"),

and can demonstrate that the Supplier Non-Performance would not have occurred but for an Buyer Cause, then (subject to the Supplier fulfilling its obligations in this Clause 32):

(a) the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Buyer Cause;

(b) the Buyer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause);

(c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:

- (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Buyer Cause;
- (ii) if the Buyer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Buyer Cause;
- (iii) the Supplier shall have no liability to pay any Delay Payments associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Buyer Cause; and
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (iv) the Supplier shall not be liable to accrue Service Credits;
 - (v) the Buyer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 10; and
 - (vi) the Supplier shall be entitled to invoice for the Service Charges for the relevant Services affected by the Buyer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Buyer Cause.

32.2 In order to claim any of the rights and/or relief referred to in Clause 32.1, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that an Buyer Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Buyer notice (a "Relief Notice") setting out details of:

- 32.2.1 the Supplier Non-Performance;**
- 32.2.2 the Buyer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Contract;**
- 32.2.3 any steps which the Buyer can take to eliminate or mitigate the consequences and impact of such Buyer Cause; and**
- 32.2.4 the relief claimed by the Supplier.**

32.3 Following the receipt of a Relief Notice, the Buyer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Buyer Cause and whether it agrees with the Supplier's assessment set

out in the Relief Notice as to the effect of the relevant Buyer Cause and its entitlement to relief, consulting with the Supplier where necessary.

32.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Buyer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

32.5 Without prejudice to Clause 8.9 (Continuing obligation to provide the Services), if a Dispute arises as to:

32.5.1 whether a Supplier Non-Performance would not have occurred but for an Buyer Cause; and/or

32.5.2 the nature and/or extent of the relief and/or compensation claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

32.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 32.1 shall be implemented in accordance with the Change Control Procedure.

33. **FORCE MAJEURE**

33.1 Subject to the remaining provisions of this Clause 33 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule S6 (Business Continuity Plan and Disaster Recovery where used)), a Party may claim relief under this Clause 33 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

33.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

33.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 33 to the extent that consequences of the relevant Force Majeure Event:

33.3.1 are capable of being mitigated, but the Supplier has failed to do so;

- 33.3.2 **should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract; or**
 - 33.3.3 **are the result of the Supplier's failure to comply with its BCDR Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the BCDR Plan).**
- 33.4 **Subject to Clause 33.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.**
- 33.5 **The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.**
- 33.6 **Where, as a result of a Force Majeure Event:**
 - 33.6.1 **an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:**
 - (a) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days and the Other Party may terminate this Contract in whole or in part after such continuous period by issuing a Termination Notice to the other Party; and
 - (b) neither Party shall be liable for any Default arising as a result of such failure;
 - 33.6.2 **the Supplier fails to perform its obligations in accordance with this Contract:**
 - (a) the Buyer shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its rights under Clause 31.1.2 and 31.1.3 (Buyer Remedies for Default) as a result of such failure;

- (ii) to receive Delay Payments pursuant to Clause 7.8 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (iii) to receive Service Credits or withhold and retain any of the Service Charges as Compensation for Critical Service Level Failure pursuant to Clause 10.1 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and
 - (b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.
- 33.7 **The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.**
- 33.8 **Relief from liability for the Affected Party under this Clause 33 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 33.7.**
- 33.9 **The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Contract under Clause 33.6.1(a) for a continuing Force Majeure Event.**
- 34. **PROTECTION OF PERSONAL DATA**
 - Status of the Controller**
 - 34.1 **The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:**
 - 34.1.1 **“Controller” (where the other Party acts as the “Processor”);**
 - 34.1.2 **“Processor” (where the other Party acts as the “Controller”);**
 - 34.1.3 **“Joint Controller” (where both Parties are considered to jointly control the same Personal Data);**

- 34.1.4 **“Independent Controller” of the Personal Data where the other Party is also “Controller” of the same Personal Data in its own right (but there is no element of joint control);**

and the Parties shall set out in the Schedule of Processing, Personal Data and Data Subjects which scenario or scenarios are intended to apply under this Contract.

Where One Party is Controller and the other Party its Processor

- 34.2 **Where a Party is a Processor, the only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Controller.**
- 34.3 **The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.**
- 34.4 **The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:**
- 34.4.1 a systematic description of the envisaged processing operations and the purpose of the Processing;
 - 34.4.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 34.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 34.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 34.5 **The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:**
- 34.5.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - 34.5.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 26 (Buyer Data and Security Requirements) 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:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

34.5.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);
- (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clause, Clauses 39 (Confidentiality) and in the case of the Supplier, 26 (Buyer Data and Security Requirements);
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (iii) 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 Buyer or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

34.5.4 not transfer Personal Data to a Restricted Country unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37 as relevant) as determined by the Buyer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) 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);

- (d) 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) in respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 34.5.4, the Processor shall, when requested by the Controller, promptly enter into an agreement with the Controller including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Controller might require which terms shall, in the event of any conflict, take precedence over those in this Clause 34, and the Processor shall comply with any reasonable instructions notified to it in advance by the Controller with respect to the transfer of the Personal Data; and

34.5.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.

34.6 **Subject to Clause 34.7, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:**

- 34.6.1 receives a Data Subject Request (or purported Data Subject Request);
- 34.6.2 receives a request to rectify, block or erase any Personal Data;
- 34.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
- 34.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 34.6.5 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
- 34.6.6 becomes aware of a Data Loss Event.

- 34.7 **The Processor's obligation to notify under Clause 34.6 shall include the provision of further information to the Controller in phases, as details become available.**
- 34.8 **Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.6 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:**
- 34.8.1 the Controller with full details and copies of the complaint, communication or request;
 - 34.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 34.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 34.8.4 assistance as requested by the Controller following any Data Loss Event; and
 - 34.8.5 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.
- 34.9 **The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 34. This requirement does not apply where the Processor employs fewer than 250 staff, unless:**
- 34.9.1 the Controller determines that the processing is not occasional;
 - 34.9.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - 34.9.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 34.10 **The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor or representative.**
- 34.11 **Each Party shall designate its own data protection officer if required by the Data Protection Legislation.**
- 34.12 **Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Processor must:**

- 34.12.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 34.12.2 obtain the written consent of the Controller;
 - 34.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 34 such that they apply to the Sub-processor; and
 - 34.12.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 34.13 **The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.**
- 34.14 **The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Clause 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 this Contract).**
- 34.15 **The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance, codes of practice, codes of conduct, regulatory guidance, standard clauses or any other related laws arising from the GDPR.**

Where the Parties are Joint Controllers of Personal Data

- 34.16 **In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Clauses that are necessary to comply with GDPR Article 26 based on the terms set out in the alternative Joint Controller clauses as indicated in Section C, Part C (Alternative Clauses) of the Order Form.**

Where the Parties are Independent Controllers of Personal Data

- 34.17 **With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.**
- 34.18 **Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.**

- 34.19 **Where a Party has provided Personal Data to the other Party in accordance with Clause 34.17, 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.**
- 34.20 **The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Contract.**
- 34.21 **The Parties shall only provide Personal Data to each other:**
- 34.21.1 to the extent necessary to perform the respective obligations under this Contract;
 - 34.21.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - 34.21.3 where it has recorded it in the Schedule of Processing, Personal Data and Data Subjects.
- 34.22 **Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.**
- 34.23 **A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.**
- 34.24 **Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract (“the Request Recipient”):**
- 34.24.1 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

34.24.2 where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Request Recipient will:

- (a) 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
- (b) 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.

34.25 **Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Contract and shall:**

34.25.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;

34.25.2 implement any measures necessary to restore the security of any compromised Personal Data;

34.25.3 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

34.25.4 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.

34.26 **Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in the Schedule of Processing, Personal Data and Data Subjects.**

34.27 **Personal Data shall not be retained or Processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in the Schedule of Processing, Personal Data and Data Subjects.**

34.28 **Notwithstanding the general application of Clauses 34.2 to 34.15 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 Clause 34.16 to 34.27.**

35. **TERMINATION AND EXPIRY**

35.1 **Buyer Termination Rights**

Termination on Material Default

- 35.1.1 The Buyer may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:
- (a) the Supplier commits a Critical Service Level Failure;
 - (b) as a result of any Defaults, the Buyer incurs Losses in any Contract Year which exceed 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clause 19.4.1, 19.4.2, 19.4.3 and 19.4.4;
 - (c) the Buyer expressly reserves the right to terminate this Contract for material Default, including pursuant to any of the following: Clause 23 (IPRs Indemnity), Clause 46.5.2 (Prevention of Fraud and Bribery) and Paragraph 4 of Schedule 8 (Financial Distress);
 - (d) the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy;
 - (e) the Supplier commits a Default, including a material Default, which in the opinion of the Buyer is remediable but has not remedied such Default to the satisfaction of the Buyer in accordance with the Rectification Plan Process; and/or
 - (f) the Buyer has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;
- 35.1.2 For the purpose of Clause 35.1.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

Termination in Relation to Financial Standing

- 35.1.3 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Buyer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
- (a) adversely impacts on the Supplier's ability to supply the Services under this Contract; or
 - (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Contract.

Termination on Insolvency

- 35.1.4 The Buyer may terminate this Contract with immediate effect by issuing a written notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

Termination on Change of Control

- 35.1.5 The Supplier shall notify the Buyer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.
- 35.1.6 The Supplier shall ensure that any notification made pursuant to Clause 35.1.5 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 35.1.7 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier within six (6) Months of:
- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
 - (b) where no notification has been made, the date that the Buyer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where written consent of the Buyer was granted prior to the Change of Control.

Termination for breach of Regulations

- 35.1.8 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisions contained in Regulation 73 (1) (a) to (c) of the Regulations.

Termination Without Cause

- 35.1.9 The Buyer shall have the right to terminate this Contract at any time by issuing a Termination Notice to the Supplier giving written notice of at least the number of days stipulated in the Order Form.

Termination in Relation to the Framework

- 35.1.10 The Buyer may terminate this Contract by giving by issuing a Termination Notice to the Supplier if the Framework is terminated for any reason whatsoever.

Termination in Relation to Benchmarking

- 35.1.11 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 Schedule S5 (Benchmarking) where used.

35.2 Supplier Termination Right

- 35.2.1 Supplier may issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this 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.
- 35.2.2 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).

35.3 Partial Termination, Suspension and Partial Suspension

- 35.3.1 Where the Buyer has the right to terminate this Contract, the Buyer shall be entitled to terminate or suspend all or part of this Contract provided always that, if the Buyer elects to terminate or suspend this Contract in part, the parts of this Contract not terminated or suspended can, in the Buyer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Contract.
- 35.3.2 Any suspension of this Contract under Clause 35.3.1 shall be for such period as the Buyer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Buyer.
- 35.3.3 The Parties shall seek to agree the effect of any Change necessitated by a partial termination, suspension or partial suspension in accordance with the Change Control Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:
- (a) an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Buyer's termination rights under Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and
 - (b) reject the Change.

36. CONSEQUENCES OF TERMINATION AND EXPIRY

36.1 **Consequences of termination under Paragraph 1.2 Schedule S8 (Guarantee) where used, 35.1.1 (Termination on Material Default), 35.1.3 (Termination in Relation to Financial Standing), 35.1.10 (Termination in Relation to Framework Agreement) and 35.1.11 (Termination in Relation to Benchmarking)**

36.1.1 Where the Buyer:

- (a) terminates (in whole or in part) this Contract under any of the Clauses referred to in Clause 36.1; and
- (b) then makes other arrangements for the supply of the Services, the Buyer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer throughout the remainder of the Contract Period provided that Buyer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Buyer to the Supplier until the Buyer has established the final cost of making those other arrangements.

36.2 **Consequences of termination under Clauses 35.1.9 (Termination without Cause)**

36.2.1 Where the Buyer terminates (in whole or in part) this Contract under Clause 35.1.9 (Termination without Cause) and Attachment 2 (Charges) of the Order Form expressly states:

- (a) the Supplier is entitled to be paid an early termination fee pursuant to this Clause 36.2.1 where the Buyer terminates this Contract pursuant to Clause 35.1.9 (Termination without Cause); and
- (b) **in detail how any such early termination fee is to be calculated in the event of termination for convenience (including where relevant details of any formula for such calculation),**

the Buyer shall pay to the Supplier the early termination fee (calculated in accordance with the formula set out in Attachment 2 (Charges) of the Order Form and due solely as a result of the Buyer terminating this Contract for convenience pursuant to Clause 35.1.9 (Termination without Cause)).

36.2.2 The Buyer shall not be liable under Clause 36.2.1 to pay any early termination fee(s):

- (a) which are claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has

failed to make a claim in accordance with the procedural requirements of the insurance policy;

- (b) which when added to any sums paid or due to the Supplier under this Contract, exceeds the total sum that would have been payable to the Supplier if this Contract had not been terminated; or
- (c) where no such calculation details are expressly set out in Attachment 2 (Charges) of the Order Form.

36.3 Consequences of Termination for Any Reason or Expiry

36.3.1 Save as otherwise expressly provided in this Contract:

- (a) termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the Buyer or the Supplier under Clauses 8.8 (Specially Written Software), 15.4 and 15.5 (VAT), 15.6 and 15.7 (Set-off and Withholding), 29 (Records and Audits), 11.8 (Employment Liabilities), 16 (Income Tax and National Insurance Contributions), 20 (IPRs), 21 (Transfers and Licenses Granted by the Supplier), 23 (IPRs Indemnity), 40 (Confidentiality), 41 (Transparency and FOIA), 34 (Protection of Personal Data), 19 (Limitation of Liability), 36 (Consequences of Termination or Expiry), 44 (Severance), 51 (Entire Agreement), 52 (Third Party Rights), 54 (Disputes), 55 (Governing Law and Jurisdiction), Schedule 1 (Definitions), Schedule 4 (Dispute Resolution Procedure), Schedule 10 (Exit Management), Schedule S4 (Staff Transfer) where used, Clause C3 (Collaboration Agreement) where used and without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive termination or expiry of this Contract.

36.3.2 The Parties shall comply with the provision of Schedule 10 (Exit Management) any current Exit Plan in relation to the orderly transition of the Services to the Buyer or a Replacement Supplier.

37. **APPOINTMENT OF SUB-CONTRACTORS**

37.1 **The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:**

37.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and

37.1.2 comply with its obligations under this Contract in the delivery of the Services.

37.2 **Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:**

37.2.1 the proposed Sub-Contractor's name, registered office and company registration number;

37.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and

37.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

37.3 **If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2, the Supplier shall also provide:**

37.3.1 a copy of the proposed Sub-Contract; and

37.3.2 any further information reasonably requested by the Buyer.

37.4 **The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2 (or, if later, receipt of any further information requested pursuant to Clause 37.3), object to the appointment of the relevant Sub-Contractor if it considers that:**

37.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;

37.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

37.4.3 the proposed Sub-Contractor employs unfit persons;

in which case, the Supplier shall not proceed with the proposed appointment.

37.5 **If:**

37.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:

- (a) the Supplier's notice issued pursuant to Clause 37.2; and
- (b) any further information requested by the Buyer pursuant to Clause 37.3; and

37.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 38 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment.

37.6 **The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.**

38. **APPOINTMENT OF KEY SUB-CONTRACTORS**

38.1 **The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.**

38.2 **Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:**

38.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

38.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

38.2.3 the proposed Key Sub-Contractor employs unfit persons.

38.3 **The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:**

38.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;

38.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

38.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

- 38.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 38.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:
- (a) the data protection requirements set out in Clause 31 (Data Protection);
 - (b) the FOIA requirements set out in Clause 41 (Transparency and FOIA);
 - (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
 - (d) the conduct of audits set out in Clause 27 (Records and Audit);
- 38.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 35 and 36 of this Contract;
- 38.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer;
- 38.3.8 a provision requiring the Key Sub-Contractor to participate in, and if required by the Buyer in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-Contractors in, the Multi-Party Dispute Resolution Procedure;
- 38.3.9 a provision requiring the Key Sub-Contractor to:
- (a) promptly notify the Supplier and the Buyer in writing of any of the following of which it is, or ought to be, aware:
 - (i) the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor; or
 - (ii) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor,

and in any event, provide such notification within ten (10) Working Days of the date on which the Key Sub-Contractor first becomes aware of such); and

- (b) co-operate with the Supplier and the Buyer in order to give full effect to the provisions of Schedule 8 (Financial Distress), including meeting with the Supplier and the Buyer to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the

Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 3.3.2(b) of Schedule 8 (Financial Distress).

39. **SUPPLY CHAIN PROTECTION**

Advertising Sub-Contract Opportunities

39.1 **The Supplier shall:**

- 39.1.1 subject to Clauses 39.3 and 39.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the Goods and/or Services above a minimum threshold of £25,000 that arise during the Contract Period;
- 39.1.2 within ninety (90) days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
- 39.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 39.1.4 provide reports on the information at Clause 39.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- 39.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

39.2 **Each advert referred to in Clause 39.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.**

39.3 **The obligation at Clause 39.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.**

39.4 **Notwithstanding Clause 39.1 the Buyer may, by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.**

Supply Chain Protection

39.5 **The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:**

- 39.5.1 giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law;
- 39.5.2 requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

- 39.5.3 that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-paragraph 39.5.2, the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph 39.5.4 after a reasonable time has passed;
- 39.5.4 requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
- 39.5.5 giving the Buyer a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- 39.5.6 requiring the Sub-Contractor to include a clause to the same effect as this Clause 39 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

39.6 The Supplier shall:

- 39.6.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days of verifying that the invoice is valid and undisputed;
- 39.6.2 include within the Performance Monitoring Reports required under Part B of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with Clause 39.6.1, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

39.7 Notwithstanding any provision of Clauses 40 (Confidentiality) and 25 (Publicity and Branding) if the Supplier notifies the Buyer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

39.8 The Buyer may require the Supplier to terminate:

- 39.8.1 a Sub-Contract where:
 - (a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Buyer's right of termination pursuant to any of the termination events in Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and/or
 - (b) the relevant Sub-Contractor or its Affiliates embarrassed the Buyer or otherwise brought the Buyer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Buyer, regardless of whether or not such

act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or

39.8.2 a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

- (c) the Buyer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (d) the Buyer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Buyer was given notice of the Change of Control.

40. **CONFIDENTIALITY**

40.1 **For the purposes of this Clause 40, the term "Disclosing Party" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "Recipient" shall mean the Party which receives or obtains directly or indirectly Confidential Information.**

40.2 **Except to the extent set out in this Clause 40 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:**

40.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and

40.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;

40.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and

40.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

40.3 **The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:**

40.3.1 the Recipient is required to disclose the Confidential Information by Law;

40.3.2 the need for such disclosure arises out of or in connection with:

- (a) any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;
 - (b) the purpose of the examination and certification of the Buyer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer is making use of any Services provided under this Contract; or
 - (c) the conduct of a Central Government Body review in respect of this Contract;
- 40.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 40.4 **If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.**
- 40.5 **Subject to Clauses 40.2 and 40.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:**
 - 40.5.1 **Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and**
 - 40.5.2 **its professional advisers for the purposes of obtaining advice in relation to this Contract.**
- 40.6 **Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 40, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.**
- 40.7 **The Buyer may disclose the Confidential Information of the Supplier:**
 - 40.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;

- 40.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 40.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 40.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;
- 40.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 40.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this Clause 40.

- 40.8 **In the event of a breach by the Supplier of any of the applicable provisions of this Clause 40, the Buyer reserves the right to terminate this Contract for material Default.**

41. **TRANSPARENCY AND FOIA**

41.1 **The Parties acknowledge that:**

- 41.1.1 the Transparency Reports; and
- 41.1.2 the content of this Contract, including any changes to this Contract agreed from time to time, except for:
 - (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
 - (b) Commercially Sensitive Information;

(together the “Transparency Information”) are not Confidential Information.

- 41.2 **Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.**

- 41.3 **The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 6 (Transparency Reports).**
- 41.4 **The Supplier acknowledges that the Buyer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:**
- 41.4.1 provide all necessary assistance and cooperation as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and EIRs;
 - 41.4.2 transfer to the Buyer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 41.4.3 provide the Buyer with a copy of all Information held on behalf of the Buyer which is requested in a Request For Information and which is in its possession or control in the form that the Buyer requires within five (5) Working Days (or such other period as the Buyer may reasonably specify) of the Buyer's request for such Information; and
 - 41.4.4 not respond directly to a Request For Information addressed to the Buyer unless authorised in writing to do so by the Buyer.
- 41.5 **The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Buyer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Buyer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.**

42. **WAIVER**

- 42.1 **A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.**
- 42.2 **Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.**

43. **FURTHER ASSURANCES**

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

44. **SEVERANCE**

44.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

44.2 In the event that any deemed deletion under Clause 44.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

44.3 If the Parties are unable to agree on the revisions to this Contract within 5 Working Days of the date of the notice given pursuant to Clause 44.2, the matter shall be dealt with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 4 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within 30 Working Days of the matter being referred to them, this Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Contract is terminated pursuant to this Clause 44.3.

45. **RELATIONSHIP OF THE PARTIES**

45.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

46. **PREVENTING FRAUD BRIBERY AND CORRUPTION**

46.1 **The Supplier must not during the Contract Period:**

46.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor

- 46.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 46.2 **The Supplier must during the Contract Period:**
 - 46.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;
 - 46.2.2 keep full records to show it has complied with its obligations under this Clause 46 and give copies to the Buyer on request; and
 - 46.2.3 if required by the Buyer, within 20 Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied with this Clause 46, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 46.3 **The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 46.1 and 46.2 or has any reason to think that it, or any of the Supplier Personnel, has either:**
 - 46.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 46.3.2 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;
 - 46.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or
 - 46.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.
- 46.4 **If the Supplier notifies the Buyer as required by Clause 46.3, 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.**
- 46.5 **If the Supplier breaches Clause 46.2 , the Buyer may by notice:**
 - 46.5.1 require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

46.5.2 immediately terminate this Contract for material Default.

46.6 **In any notice the Supplier gives under Clause 46.3 it must specify the:**

46.6.1 Prohibited Act;

46.6.2 identity of the Party who it thinks has committed the Prohibited Act;
and

46.6.3 action it has decided to take.

47. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

47.1 **The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:**

47.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

47.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

47.2 **The Supplier must take all necessary steps, and inform 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.**

48. **ASSIGNMENT AND NOVATION**

48.1 **The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Buyer.**

48.2 **The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:**

48.2.1 any Central Government Body; or

48.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer,

and the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 48.2.

48.3 **A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not, subject to Clause 48.4, affect the validity of this Contract and this Contract shall be binding on any successor body to the Buyer.**

- 48.4 **If the Buyer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Buyer (any such body a “Successor Body”), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Buyer under Clause 35.1.4 as if references in that Clause to the Supplier and to Supplier or Guarantor (if applicable) in the definition of Insolvency Event were references to the Successor Body).**

49. **CHANGE**

Change Control Procedure

- 49.1 **Any requirement for a Change shall be subject to the Change Control Procedure.**

Change in Law

- 49.2 **The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:**

49.2.1 a General Change in Law; or

49.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

- 49.3 **If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 49.2.2), the Supplier shall:**

49.3.1 notify the Buyer as soon as reasonably practicable of the likely effects of that change, including:

- (a) whether any Change is required to the Services, the Charges or this Contract; and
- (b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Performance Measures; and

49.3.2 provide the Buyer with evidence:

- (a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
- (b) as to how the Specific Change in Law has affected the cost of providing the Services; and

- (c) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Schedule S7 (Continuous Improvement) where used, has been taken into account in amending the Charges.

49.3.3 Any change in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 49.2.2) shall be implemented in accordance with the Change Control Procedure.

50. NOTICES

50.1 Any notices sent under this Contract must be in writing.

50.2 Subject to Clause 50.3, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

50.3 **The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 50.2:**

50.3.1 notices issued by the Supplier pursuant to Clause 35.2 (Termination by the Supplier);

50.3.2 Termination Notices; and

50.3.3 Dispute Notices.

50.4 **Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 50.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 50.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.**

50.5 **This Clause 50 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 4 (Dispute Resolution Procedure)).**

50.6 **For the purposes of this Clause 50, the address and email address of each Party shall be the address and email address set out in the Order Form.**

51. **ENTIRE AGREEMENT**

51.1 **This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.**

51.2 **Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.**

51.3 **Nothing in this Clause 51 shall exclude any liability in respect of misrepresentations made fraudulently.**

52. **THIRD PARTY RIGHTS**

52.1 **The provisions of Clause 23 (IPRs Indemnity), Paragraphs 2.1 and 3.1 of Part A, Paragraphs 2.1, 3.1 and 3.3 of Part B, Paragraphs 1.2 and 1.5 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.5 of Part E of Schedule S4 (Staff Transfer) where used and the provisions of Paragraph 8.9 of Schedule 10 (Exit Management) (together "Third Party Provisions") confer benefits on persons**

named or identified in such provisions other than the Parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

52.2 Subject to Clause 52.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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

52.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 52.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

53. CONFLICTS OF INTEREST

53.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier’s staff are placed in the position of an actual or potential Conflict of Interest.

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

53.3 The Buyer can terminate this 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.

54. DISPUTES

54.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.

54.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

55. GOVERNING LAW AND JURISDICTION

55.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

55.2 Subject to Clause 54 (Disputes) and Schedule 4 (Dispute Resolution Procedure) (including the Buyer’s right to refer the dispute to arbitration), the Par-

ties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 1 - DEFINITIONS

1. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

Achieve	<p>means:</p> <p>(a) in respect of a Test, to successfully pass a Test without any Test Issues; and</p> <p>(b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule S2 (Testing Procedures) where used,</p> <p>and “Achieved” and “Achievement” shall be construed accordingly</p>
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event
Affiliates	means 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
Approved Sub-Licensee	<p>means any of the following:</p> <p>(a) a Central Government Body;</p> <p>(b) any third party providing services to a Central Government Body; and/or</p> <p>(c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer</p>
Attachment	means an attachment to the Order Form
Assets	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Buyer Assets
Auditor	<p>means:</p> <p>(a) the Buyer’s internal and external auditors;</p> <p>(b) the Buyer’s statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above</p>

BCDR Plan	means the plan prepared pursuant to Paragraph 2.1 of Schedule S6 (Business Continuity and Disaster Recovery), as may be amended from time to time
Breach of Security	<p>the occurrence of:</p> <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Services, the Sites, the IT Environment and/or any IT, information or data (including the Confidential Information and the Buyer Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Buyer 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 (if any)</p>
Buyer	means the organisation eligible to use the Framework as specified in the Order Form
Buyer Assets	means 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 Services details of which shall be set out in the Order Form
Buyer's Existing Entitlement	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges
Buyer Background IPRs	<p>means</p> <ul style="list-style-type: none"> (a) IPRs owned by the Buyer before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures; (b) IPRs created by the Buyer independently of this Contract; and/or (c) Crown Copyright which is not available to the Supplier otherwise than under this Contract; <p>but excluding IPRs owned by the Buyer subsisting in the Buyer Software</p>
Buyer Cause	<p>any material breach by the Buyer of any of the Buyer Responsibilities, except to the extent that such breach is:</p> <ul style="list-style-type: none"> (d) the result of any act or omission by the Buyer to which the Supplier has given its prior consent; or (e) caused by the Supplier, any Sub-Contractor or any Supplier Personnel

Buyer Data	<p>means:</p> <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the Buyer is the Controller</p>
Buyer Premises	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form
Buyer Representative	means the representative appointed by the Buyer (as may be changed from time to time in accordance with Clause 28.4, the details of which as at the Commencement Date are set out in the Order Form
Buyer Responsibilities	means the responsibilities of the Buyer set out the Order Form or agreed in writing between the Parties from time to time in connection with this Contract
Buyer Software	software which is owned by or licensed to the Buyer (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services
Buyer System	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by the Buyer or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Services
Call Off Terms	means these terms and conditions
CCS	means Crown Commercial Service, the authority to the Framework
Central Government Body	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p>

	<p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency</p>
Change	means any change to this Contract
Change Control Procedure	means the procedures for changing this Contract set out in Part A and Part B of Schedule 5 (Change Control Procedure) and either Part A or Part B shall apply to this Contract as indicated in the Order Form
Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date
Charges	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 2 (Charges and Invoicing), including any Milestone Payment or Service Charge
Commencement Date	means the date specified as such in the Order Form
Commercially Sensitive Information	the Confidential Information listed in Section D of the 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 Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
Comparable Supply	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services
Compensation for Critical Service Level Failure	has the meaning given to it in Clause 10.1.2
Confidential Information	<p>means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <p>(a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or</p>

	(d) was independently developed without access to the Confidential Information
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
Contract	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of: (e) the Order Form; and (f) the Call Off Terms
Contract Finder	means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015
Contract Period	means the period commencing on the Commencement Date and ending on: (a) expiry of the Initial Term or the Extension Period; or (b) on the earlier of termination of this Contract, which for the avoidance of doubt may not exceed the Maximum Contract Period.
Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
Contract Year	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof
Control	means 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 GDPR
Critical Service Level Failure	means any instance of critical service level failure specified in Attachment 4 of the Order Form
Crown Body	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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
CRTPA	means the Contracts (Rights of Third Parties) Act 1999
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential

	loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy
Data Protection Officer	has the meaning given to it in the GDPR
Data Subject	has the meaning given to it in the GDPR
Data Subject Request	means 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
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer
Defect	<p>means:</p> <ul style="list-style-type: none"> (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria
Delay	<p>means:</p> <ul style="list-style-type: none"> (a) a delay in the Achievement of a Milestone by its Milestone Date; or

	(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan
Delay Deduction Period	the period of one hundred (100) days commencing on the relevant Milestone Date
Delay Payments	means the amounts payable by the Supplier to the Buyer in respect of a Delay in Achieving a Milestone as specified in Schedule 2 (Charges and Invoicing)
Deliverable	means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract
Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule S1 (Implementation Plan) where used
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure
Dispute Resolution Procedure	means the dispute resolution procedure set out in Schedule 4 (Dispute Resolution Procedure)
Documentation	means all documentation as: <ul style="list-style-type: none"> (a) is required to be supplied by the Supplier to the Buyer under this Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services
DPA 2018	means the Data Protection Act 2018
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Buyer prior to the Commencement Date
EIR	the Environmental Information Regulations 2004
Emergency Maintenance	means ad hoc and unplanned maintenance provided by the Supplier where:

	<ul style="list-style-type: none"> (a) the Buyer reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault
Employment Liabilities	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation
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
Estimated Year 1 Charges	means the sum in pounds estimated by the Buyer to be payable by it to the Supplier as the total aggregate

	Charges from the Commencement Date until the end of the first Contract Year stipulated in the Order Form
Euro Compliant	<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Buyer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Buyer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Exit Management	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Buyer and/or a Replacement Supplier, as set out or referred to in Schedule 10 (Exit Management)
Exit Plan	means the plan produced and updated by the Supplier during the Contract Period in accordance with Paragraph 4 of Schedule 10 (Exit Management) where used
Extension Period	means (where applicable) a period as specified in the Order Form to take effect from the end of the Initial Term

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 either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain
Force Majeure Notice	means 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	means the framework agreement reference RM6100 between the Supplier and CCS
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply
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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
Guarantee	means a deed of guarantee executed by the Guarantor in favour of the Buyer in the form set out in the Annex of Schedule S8 (Guarantee) where used
Guarantor	means the entity (if any) set out in the Order Form who executes a Guarantee in favour of the Buyer
Implementation Plan	means the Outline Implementation Plan or (if and when approved by the Buyer pursuant to Paragraph 3 of Schedule S1 (Implementation Plan)), where used, the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule S1 (Implementation Plan) where used, from time to time

Indemnified Person	means the Buyer and each and every person to whom the Buyer (or any direct or indirect sub-licensee of the Buyer) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000
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
Initial Term	means a period from the Commencement Date as specified in the Order Form
Insolvency Event	<p>means, in respect of the Supplier or Guarantor (as applicable):</p> <ul style="list-style-type: none"> (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or (g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

	<p>(h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>(i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction</p>
Intellectual Property Rights or IPR	<p>means:</p> <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 names, 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>
IPRs Claim	<p>means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Buyer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Specification or the provisions of this Contract</p>
IT	<p>means information and communications technology</p>
IT Environment	<p>means the Buyer System and the Supplier System</p>
ICT Policy	<p>means the Buyer's ICT policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier</p>
Joint Controllers	<p>where two or more Controllers jointly determine the purposes and means of Processing</p>
Key Sub-Contract	<p>means each Sub-Contract with a Key Sub-Contractor</p>
Key Sub-Contractor	<p>means any Sub-Contractor:</p> <p>(a) listed as such in the Order Form;</p> <p>(b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision</p>

	<p>of all or any part of the Services and/or Deliverables; and/or</p> <p>(c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract</p>
Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Licensed Software	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software specified in the Order Form and/or any Specially Written Software
Losses or Loss	means all losses, liabilities, damages, costs, fines, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise
Malicious Software	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Maximum Contract Period	means the period from the Commencement Date set out in the Order Form in respect of the applicable lot
Milestone	means an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date

Milestone Date	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved
Milestone Payment	means a payment identified in Schedule 2 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate
Milestone Achievement Certificate	means the certificate to be granted by the Buyer when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule S2 (Testing Procedures)
New Releases	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item
Non-trivial Customer Base	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor
Object Code	means software and/or data in machine-readable, compiled object code form
Open Source	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source
Operating Environment	means the Buyer System and the Sites
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided
Other Supplier	any supplier to the Buyer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware
Outline Implementation Plan	the outline plan set out at Attachment 3 (Outline Implementation Plan) of the Order Form (where used)

Party	means a party to this Contract, namely either the Buyer or the Supplier (together the “ Parties ”)
Performance Monitoring Reports	has the meaning given in Paragraph 1.2 Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Personal Data	has the meaning given to it in the GDPR
Personal Data Breach	has the meaning given to it in the GDPR
Processing	has the meaning given to it in the GDPR and “Process” and “Processed” shall be interpreted accordingly
Processor	has the meaning given to it in the GDPR
Processor Personnel	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract
Prohibited Acts	<p>means:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; (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 this Contract; or (c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or (d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or (e) 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
“Project Specific IPRs”	<ul style="list-style-type: none"> (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or

	<p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;</p> <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Quality Plans	has the meaning given in Clause 7.1
Rectification Plan	means the rectification plan pursuant to the Rectification Plan Process
Rectification Plan Process	means the process set out in Clauses 31.3 to 31.8
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
Relevant IPRs	means IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Buyer Software, the Buyer Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs
Relevant Requirements	means 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
Replacement Services	means any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the expiry or termination (in whole or in part) of this Contract, whether those services are provided by the Buyer internally and/or by any third party
Replacement Supplier	means any third party service provider of Replacement Services appointed by the Buyer from time to time (or where the Buyer is providing replacement Services for its own account, the Buyer)

Reminder Notice	means a notice sent in accordance with Clause 35.2.1 given by the Supplier to the Buyer providing notification that payment has not been received on time
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
Restricted Country	means any country which is not: (a) a member of the European Economic Area; (b) the United Kingdom; or (c) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR
Risk Register	means the register of risk and contingencies that have been identified by the Parties, a copy of which is set out in Part D of Attachment 2 of the Order Form
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 9 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: (a) identity of the Controller and Processor; (b) subject matter of processing; (c) duration of the processing; (d) nature and purposes of the processing; (e) type of Personal Data being Processed; (f) categories of Data Subject; and (g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data
Service Charges	means the periodic payments made in accordance with Schedule 2 (Charges and Invoicing) in respect of the supply of the Services
Service Credit Cap	means the service credit cap specified in Attachment 4 of the Order Form
Service Credits	means any service credits specified in Attachment 4 of the Order Form being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
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 Attachment 4 of the Order Form

Service Level Threshold	shall be as set out against the relevant Service Level in Attachment 4 of the Order Form
Service Levels	means any service levels applicable to the provision of the Services under this Contract specified in Attachment 4 of the Order Form
Service Period	means a service period which, for the purposes of this Contract and unless otherwise agreed, shall be a recurrent period of one (1) month during the Contract Period
Services	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
Services Specification	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form
Sites	means 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 Services and/or Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables, and which are set out in or referred to in the Order Form
Software	means the Specially Written Software, Supplier Software and Third Party Software
Software Supporting Materials	has the meaning given in Clause 21.1.2
Source Code	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software
Specially Written Software	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract

Specific Change in Law	means a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply
Standards	means any standards set out or referred to in these Call Off Terms (if any), the Order Form and the Framework
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof
Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract
Supplier	means the entity identified as such in the Order Form
Supplier Background IPRs	<p>means</p> <ul style="list-style-type: none"> (a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) Intellectual Property Rights created by the Supplier independently of this Contract, <p>which in each case is or will be used before or during the Contract Period for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software</p>
Supplier COTS Background IPRs	<p>means any embodiments of Supplier Background IPRs that:</p> <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease

	<p>or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier COTS Software	<p>means Supplier Software (including open source software) that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier Equipment	<p>means the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-Contractors (but not hired, leased or loaned from the Buyer) for the provision of the Services</p>
Supplier Non-COTS Background IPRs	<p>means any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Buyer and that are not Supplier COTS Background IPRs</p>
Supplier Non-COTS Software	<p>means Supplier Software that is not Supplier COTS Software</p>
Supplier Personnel	<p>means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract</p>
Supplier Representative	<p>means the representative appointed by the Supplier (as may be changed from time to time in accordance with Clause 28.3, the details of which as at the Commencement Date are set out in the Order Form</p>
Supplier Software	<p>software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form</p>
Supplier System	<p>means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System)</p>
Tender	<p>means the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 18</p>
Termination Notice	<p>means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of</p>

	the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination
Test Issues	has the meaning given in Schedule S2 (Testing Procedures) where used
Test and Testing	means any tests required to be carried out under this Contract, as further described in Schedule S2 (Testing Procedure) where used and “ Tested ” shall be construed accordingly
Test Success Criteria	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedure)
Third Party Beneficiary	has the meaning given in Clause 52.1
Third Party COTS IPRs	means Third Party IPRs that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base
Third Party COTS Software	means Third Party Software (including open source software) that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
Third Party IPRs	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software
Third Party Non-COTS IPRs	means Third Party IPRs that are not Third Party COTS IPRs
Third Party Non-COTS Software	means Third Party Software that is not Third Party COTS Software
Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form
Transparency Reports	means the information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports)

Updates	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item
Upgrades	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Contract Period
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
Worker	any one of the Supplier Personnel 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 Services and/or Deliverables
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales

SCHEDULE 2 - CHARGES AND INVOICING

1. DEFINITIONS

In this Schedule 2, the following definitions shall apply:

“Delay Payment Rate”	has the meaning given in Paragraph 1.1.1 of Part C;
“Indexation” and “Index”	the adjustment of an amount or sum in accordance with Paragraph 3 of Part C;
“Reimbursable Expenses”	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: <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and

- (b) subsistence expenses incurred by Supplier Personnel 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; and

“Supporting Documentation”

sufficient information in writing to enable the Buyer reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts.

PART A – PRICING

1. FIXED PRICE CHARGES

- 1.1 The Milestone Payments and Service Charges due under this Contract are charged on a fixed price basis.
- 1.2 The Milestone Payments and Service Charges due under this Contract are set out in the respective tables in Part A (Milestone Payments and Delay Payments) and Part B (Service Charges) of Attachment 2 (Charges and Invoicing) of the Order Form.

2. TIME AND MATERIAL CHARGES

- 2.1 Where the Parties agree in writing that a particular Charge is to be calculated by reference to a Time and Materials pricing mechanism (e.g. pursuant to a Contract Change):

2.1.1 the day rates set out in the table in Part C (Supplier Personnel Rate Card for Calculation of Time and Materials Charges) of Attachment 2 (Charges and Invoicing) of the Order Form shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-Contractor) shall:

- (a) not be entitled to include any uplift for risks or contingencies within its day rates;
- (b) not be paid any Charges to the extent that they would otherwise exceed any cap on such Charges agreed in writing by the Parties unless the Supplier has obtained the Buyer's prior written consent. The Supplier shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed;
- (c) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and

2.1.2 the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer's request.

2.2 The Supplier shall be entitled to Index the rates set out in table in Part C (Supplier Personnel Rate Card for Calculation of Time and Materials Charges) of Attachment 2 (Charges and Invoicing) of the Order Form in accordance with Paragraph 3 of Part C of this Schedule 2 (Charges and Invoicing).

3. REIMBURSEABLE EXPENSES

3.1 Where:

3.1.1 Services are to be charged using the Time and Materials pricing mechanism; and

3.1.2 the Buyer so agrees in writing,
the Supplier shall be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.

3.2 The Buyer shall provide a copy of its current expenses policy to the Supplier upon request.

3.3 Except as expressly set out in Paragraph 3.1, the Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be

payable by the Buyer to the Supplier in respect of such performance, including in respect of matters such as:

- 3.3.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Personnel, including network or data interchange costs or other telecommunications charges; or
- 3.3.2 any amount for any services provided or costs incurred by the Supplier prior to the Commencement Date.

PART B – CHARGING MECHANISMS

1. MILESTONE PAYMENTS

- 1.1 Subject to the provisions of Paragraph 1.2 of Part C of this Schedule 2 (Charges and Invoicing) in relation to the deduction of Delay Payments, on the Achievement of a Milestone the Supplier shall be entitled to invoice the Buyer for the Milestone Payment associated with that Milestone.
- 1.2 Each invoice relating to a Milestone Payment shall be supported by a Milestone Achievement Certificate.

2. SERVICE CHARGES

- 2.1 Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part D of this Schedule 2 (Charges and Invoicing).
- 2.2 If a Service Charge:
 - 2.2.1 commences on a day other than the first day of a month; and/or
 - 2.2.2 ends on a day other than the last day of a month,the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.

PART C – ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

1. DELAY PAYMENTS

- 1.1 If a Milestone has not been Achieved on or before the relevant Milestone Date, the Supplier shall pay a Delay Payment to the Buyer in respect of that Milestone. Delay Payments shall accrue:
 - 1.1.1 at the daily rate (the “**Delay Payment Rate**”) set out in the Milestone Payment table in Part A (Milestone Payments and Delay Payments) of Attachment 2 of the Order Form;
 - 1.1.2 from (but excluding) the relevant Milestone Date to (and including) the earlier of:
 - (a) the date on which the Milestone is Achieved;
 - (b) the expiry of the Delay Deduction Period; and
 - 1.1.3 on a daily basis, with any part day’s Delay counting as a day.
- 1.2 Where the Supplier serves a notice of Delay in achieving a Milestone, the Supplier shall, within five (5) Working Days of the date the notice is served:
 - 1.2.1 pay to the Buyer in cleared funds on account of the relevant Delay Payment (but subject always to Paragraph 1.3) an amount equal to 10 days of Delay Payments in accordance with paragraph 1.4, calculated at the applicable Delay Payment Rate; and
 - 1.2.2 issue a credit note to the Buyer in respect of the relevant amount.Failure to make payment within ten (10) Working Days of the Supplier’s notice shall invalidate the notice.
- 1.3 Any amounts paid to the Buyer pursuant to Paragraph 1.2 shall not be refundable to the Supplier in any circumstances, including where a Delay as referred to in the Supplier’s notice:
 - 1.3.1 does not occur; or
 - 1.3.2 does occur but continues for fewer days during the relevant Delay Deduction Period than the number of days referred to in Paragraph 1.2.
- 1.4 The Parties agree that Delay Payments calculated in accordance with the applicable Delay Payment Rates are in each case a genuine pre-estimate of the Losses which the Buyer will incur as a result of any failure by the Supplier to Achieve the relevant Milestone by the Milestone Date. Delay Payment Rates are stated exclusive of VAT.
- 1.5 The Delay Payment in respect of a Milestone (net of any payment made in respect of that Milestone pursuant to Paragraph 1.3) shall be shown as a deduction from

the amount due from the Buyer to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant Milestone is Achieved or the expiry of the Delay Deduction Period (as the case may be). If the relevant Milestone is not Achieved by the expiry of the Delay Deduction Period and no invoice is due to be issued by the Supplier within ten (10) Working Days of expiry of the Delay Deduction Period, then the Supplier shall within ten (10) Working Days of expiry of the Delay Deduction Period:

- 1.5.1 issue a credit note to the Buyer in respect of the total amount of the Delay Payment in respect of the Milestone (net of any payment made in respect of the Milestone pursuant to Paragraph 1.2); and
- 1.5.2 pay to the Buyer as a debt a sum equal to the total amount of the Delay Payment in respect of the Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.

2. CHANGES TO CHARGES

- 2.1 Any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 5 (Change Control Procedure).
- 2.2 The Buyer may request that any Impact Assessment (as defined in Schedule 5 (Change Control Procedure)) presents Charges without Indexation for the purposes of comparison.

3. INDEXATION

- 3.1 Any amounts or sums in this Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 3 to reflect the effects of inflation. For the avoidance of doubt, Milestone Payment amounts shall not be subject to Indexation.
- 3.2 Where Indexation applies, the relevant adjustment shall be:
 - 3.2.1 applied on the first day of the second April following the Commencement Date and on the first day of April in each subsequent year (each such date an “adjustment date”); and
 - 3.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.
- 3.3 Except as set out in this Paragraph 3, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations.

4. RISK REGISTER

The Parties shall review the Risk Register set out in Part D (Risk Register) of Attachment 2 (Charges and Invoicing) of the Order Form from time to time and as otherwise required under Schedule 7 (Governance).

PART D – ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

1. SUPPLIER INVOICES

- 1.1 The Buyer shall accept for processing any Electronic Invoice that complies with any standards required by this Contract or otherwise agreed in writing by the Parties, provided that it is valid and undisputed.
- 1.2 If the Supplier proposes to submit for payment an invoice that does not comply with such agreed standards the Supplier shall comply with the requirements of the Buyer's e-invoicing system. In the alternative the Supplier shall:
 - 1.2.1 prepare and provide to the Buyer for approval of the format a template invoice within ten (10) Working Days of the Commencement Date which shall include, as a minimum, the details set out in Paragraph 1.2.3 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
 - 1.2.2 make such amendments as may be reasonably required by the Buyer if the template invoice outlined in (1.2.1) is not approved by the Buyer.
 - 1.2.3 The Supplier shall ensure that each invoice contains the following information:
 - (a) the date of the invoice;
 - (b) a unique invoice number;
 - (c) the Service Period or other period(s) to which the relevant Charge(s) relate;
 - (d) the correct reference for this Contract;
 - (e) the reference number of the purchase order to which it relates (if any);
 - (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
 - (g) a description of the Services;
 - (h) the pricing mechanism used to calculate the Charges (such as Fixed Price, Time and Materials etc.);
 - (i) any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
 - (j) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses

properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;

- (k) details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
- (l) reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
- (m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
- (n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- (o) where the Services have been structured into separate Service lines, the information at (1.2.3(a)) to (1.2.3(n)) of this paragraph 1.2.3 shall be broken down in each invoice per Service line; and
- (p) and any other information reasonably required by the Buyer.

- 1.3 The Supplier shall invoice the Buyer in respect of Services in accordance with the requirements of Part B of Schedule 2 (Charges and Invoicing).
- 1.4 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.5 The Supplier shall submit all invoices and Supporting Documentation through the Buyer's electronic system (as notified to the Supplier) or if that is not possible to the address or email set out in the Order Form with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.
- 1.6 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.
- 1.7 The Buyer shall regard an invoice as valid only if it complies with the provisions of this Part D. Where any invoice does not conform to the Buyer's requirements set out in this Part D, the Buyer shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

2. PAYMENT TERMS

- 2.1 Subject to the relevant provisions of this Schedule 2 (Charges and Invoicing), the Buyer shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed.
- 2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

SCHEDULE 3 - SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

- 1.1 This Schedule 3 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.
- 1.2 This Schedule 3 comprises:
 - 1.2.1 Part A: Service Levels and Service Credits; and
 - 1.2.2 Part B: Performance Monitoring.

PART A – SERVICE LEVELS AND SERVICE CREDITS

1. SERVICE LEVELS

1.1 If the level of performance of the Supplier:

1.1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.1.2 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:

- (a) 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;
- (b) instruct the Supplier to comply with the Rectification Plan Process;
- (c) if a Service Level Failure has occurred, deduct from the Charges the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 10 (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 under Part B (Performance Monitoring) of this Schedule 3 to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 The liability of the Supplier in respect of Service Credits shall be subject to Clause 19.4.3 provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Credits in excess of such financial limit in accordance with the provisions of this Schedule 3.

2.3 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula set out in Attachment 4 (Service Levels and Service Credits) of the Order Form.

PART B – PERFORMANCE MONITORING

1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within twenty (20) Working Days of the Commencement 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.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule 3 (Service Levels, Service Credits and Performance Monitoring) which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 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
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). 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 (unless otherwise agreed):
 - 1.3.1 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;
 - 1.3.2 be attended by the Supplier Representative and the Buyer Representative; and
 - 1.3.3 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 Representative and any other recipients agreed at the relevant meeting.

- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier Representative and the Buyer Representative at each meeting.
- 1.5 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.

2. SATISFACTION SURVEYS

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

SCHEDULE 4 - DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

In this Schedule 4, the following definitions shall apply:

“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
“Counter Notice”	has the meaning given in Paragraph 7.2;
“Expert”	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute;
“Expert Determination”	determination by an Expert in accordance with Paragraph 6;
“Expedited Dispute Timetable”	the expedited dispute timetable set out in Paragraph 3;
“Mediation Notice”	has the meaning given in Paragraph 4.2;
“Mediator”	the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute;
“Multi-Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties;
“Multi-Party Dispute Representatives”	has the meaning given in Paragraph 9.7;
“Multi-Party Dispute Resolution Board”	has the meaning given in Paragraph 9.7;
“Related Third Party(ies)”	a party to: (a) another contract with the Buyer or the Supplier which is relevant to this Contract; or (b) a Sub-Contract; and
“Supplier Request”	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2. DISPUTE NOTICES

2.1 If a Dispute arises then:

- 2.1.1 the Buyer Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
 - 2.1.2 if such attempts are not successful within a reasonable period, not being longer than twenty (20) Working Days, either Party may issue to the other a Dispute Notice.
- 2.2 A Dispute Notice:
 - 2.2.1 shall set out:
 - (a) the material particulars of the Dispute;
 - (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
 - 2.2.2 may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Buyer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.
- 2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2, then:
 - 2.3.1 if it is served by the Buyer it shall be treated as a Multi-Party Procedure Initiation Notice; and
 - 2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request, and in each case the provisions of Paragraph 9 shall apply.
- 2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:
 - 2.4.1 first by commercial negotiation (as prescribed in Paragraph 4);
 - 2.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and
 - 2.4.3 lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 55.
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.
- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute

and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8.

3. EXPEDITED DISPUTE TIMETABLE

- 3.1 In exceptional circumstances where the use of the times in this Schedule 4 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Buyer.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
 - 3.2.1 in Paragraph 4.2.3, ten (10) Working Days;
 - 3.2.2 in Paragraph 5.2, ten (10) Working Days;
 - 3.2.3 in Paragraph 6.2, five (5) Working Days; and
 - 3.2.4 in Paragraph 7.2, ten (10) Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two (2) Working Days after the deadline has passed, the Buyer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs (or two (2) Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Buyer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4. COMMERCIAL NEGOTIATION

- 4.1 Following the service of a Dispute Notice, then, so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Buyer and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Buyer Representative and the Supplier Representative, or such other individual as may be notified by a Party to the other Party from time to time.
- 4.2 If:
 - 4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;

- 4.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or
- 4.2.3 the Parties have not settled the Dispute in accordance with Paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,
- 4.2.4 either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a “**Mediation Notice**”).

5. **MEDIATION**

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).
- 5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6. **EXPERT DETERMINATION**

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:
 - 6.2.1 if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the

- instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
- 6.2.2 if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
- 6.2.3 if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2.1 or 6.2.2, on the instructions of the president (or equivalent) of:
- (a) an appropriate body agreed between the Parties; or
 - (b) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.
- 6.3 The Expert shall act on the following basis:
- 6.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- 6.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- 6.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- 6.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- 6.3.5 the process shall be conducted in private and shall be confidential; and
- 6.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7. ARBITRATION

- 7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Buyer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.
- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Buyer of its intentions and the Buyer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any

court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

7.3 If the Buyer serves a Counter Notice, then:

7.3.1 if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or

7.3.2 if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.

7.4 If the Buyer does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:

7.5.1 the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 7.5.5, 7.5.6 and 7.5.7);

7.5.2 the arbitration shall be administered by the LCIA;

7.5.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

7.5.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

7.5.5 the chair of the arbitral tribunal shall be British;

7.5.6 the arbitration proceedings shall take place in London and in the English language; and

7.5.7 the seat of the arbitration shall be London.

8. URGENT RELIEF

8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

8.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

- 8.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9. MULTI-PARTY DISPUTES

- 9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the “**Multi-Party Dispute Resolution Procedure**”).
- 9.2 If at any time following the issue of a Dispute Notice, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Buyer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Buyer’s determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a “Multi-Party Procedure Initiation Notice”.
- 9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Buyer.
- 9.4 The Buyer shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:
- 9.5 a Multi-Party Dispute, in which case the Buyer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
- 9.5.1 not a Multi-Party Dispute, in which case the Buyer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8.
- 9.6 If the Buyer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.7 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “Multi-Party Dispute Resolution Board”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- 9.7.1 the Buyer;
- 9.7.2 the Supplier;
- 9.7.3 each Related Third Party involved in the Multi-Party Dispute; and
- 9.7.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Buyer considers necessary,
(together “**Multi-Party Dispute Representatives**”).

- 9.8 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 9.8.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
 - 9.8.2 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
 - 9.8.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 9.9 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:
- 9.9.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 shall apply;
 - 9.9.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or
 - 9.9.3 subject to Paragraph 9.10, Paragraph 7 shall apply to the Multi-Party Dispute,
- and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.
- 9.10 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Buyer or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

SCHEDULE 5 - CHANGE CONTROL PROCEDURE

PART A – SHORT FORM CHANGE CONTROL PROCEDURE

1. CHANGE CONTROL PROCEDURE

- 1.1 Subject to the provisions of Clause 49, either Party may request a Change to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law.
- 1.2 A Party may request a Change by completing and sending the Change Form set out in Annex 1 of this Part A (Short Form Change Control Procedure) of Schedule 5 (Change Control Procedure) to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Change and any additional cost that may be incurred.
- 1.3 The Buyer may require the Supplier to carry out an impact assessment of the Change on the Services (the “**Impact Assessment**”). The Impact Assessment shall be completed in good faith and shall include:
 - 1.3.1 details of the impact of the proposed Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
 - 1.3.2 details of the cost of implementing the proposed Change;
 - 1.3.3 details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 1.3.4 a timetable for the implementation, together with any proposals for the testing of the Change; and
 - 1.3.5 such other information as the Buyer may reasonably request in (or in response to) the Change request.
- 1.4 The Parties may agree to adjust the time limits specified in the Change request to allow for the preparation of the Impact Assessment.
- 1.5 Subject to paragraph 1.4 above, the receiving Party shall respond to the request within the time limits specified in the Change Form. Such time limits shall be reasonable and ultimately at the discretion of the Buyer having regard to the nature of the Services and the proposed Change.
- 1.6 In the event that the Supplier is unable to agree to or provide the Change and/or the Parties are unable to agree a change to the Charges that may be included in a request of a Change or response to it as a consequence thereof, the Buyer may:
 - 1.6.1 agree to continue to perform its obligations under this Contract without the Change; or

- 1.6.2 terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case, the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 1.7 If the Parties agree the Change, the Supplier shall implement such Change and be bound by the same provisions so far as is applicable, as though such Change was stated in this Contract.

ANNEX 1 – CHANGE FORM

No of Order Form being varied:

.....

Change Form No:

.....

BETWEEN:

[insert name of Buyer] ("the Buyer") and

[insert name of Supplier] ("the Supplier")

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. Words and expressions in this Change shall have the meanings given to them in this Contract.

3. This Contract, including any previous Changes, shall remain effective and unaltered except as amended by this Change.

Signed by an authorised signatory for and on behalf of the 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

.....

PART B – LONG FORM CHANGE CONTROL PROCEDURE

1. DEFINITIONS

In this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), the following definitions shall apply:

“Buyer Change Manager”	the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer Representative;
“Change Authorisation Note”	an authorisation note setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Change Request”	a written request for a Contract Change which shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Contract Change”	any change to this Contract other than an Operational Change;
“Fast-track Change”	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
“Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 5;
“Impact Assessment Estimate”	has the meaning given in Paragraph 4.3;
“Operational Change”	<p>any change in the Supplier's operational procedures which in all respects, when implemented:</p> <ul style="list-style-type: none">(i) will not affect the Charges and will not result in any other costs to the Buyer;(i) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;

- (i) will not adversely affect the interfaces or interoperability of the Services with any of the Buyer's IT infrastructure; and
- (i) will not require a change to this Contract;

“Receiving Party”	the Party which receives a proposed Contract Change;
“RFOC”	has the meaning given in Paragraph 9.2; and
“Supplier Change Manager”	the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Supplier Representative.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 2.1 This Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) sets out the procedure for dealing with Changes.
- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a Change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:
 - 2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
 - 2.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
 - 2.3.3 the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - 2.3.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2; and
 - 2.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule S2 (Testing Procedures) where used, and, where appropriate, the Change Author-

isation Note relating to such a Contract Change shall specify Milestones and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.

2.5 Until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2, then:

2.5.1 unless the Buyer expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and

2.5.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

2.6 The Supplier shall:

2.6.1 within 10 Working Days of the Buyer's signature and issue of a Change Authorisation Note, deliver to the Buyer a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

2.6.2 thereafter provide to the Buyer such further copies of the updated Contract as the Buyer may from time to time request.

3. COSTS

3.1 Subject to Paragraph 3.3:

3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and

3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Buyer shall not be required to pay any such costs if:

(a) such costs are below the figure set out in Order Form;

(b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or

(c) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 2 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in

the level of resources required for the provision of the Services as amended by the Contract Change.

- 3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4. CHANGE REQUEST

- 4.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Buyer issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Buyer within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Buyer.
- 4.4 If the Buyer accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Buyer as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Buyer and provided that sufficient information is received by the Buyer to fully understand:
- 4.4.1 the nature of the request for clarification; and
- 4.4.2 the reasonable justification for the request;
- the time period to complete the Impact Assessment shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

5. IMPACT ASSESSMENT

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;
- 5.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract; and
- 5.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
- (a) the Services Specification and/or the Service Levels;

- (b) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
 - (c) other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer's IT infrastructure;
- 5.1.4 details of the cost of implementing the proposed Contract Change;
- 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- 5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- 5.1.8 such other information as the Buyer may reasonably request in (or in response to) the Change Request.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 34 (Protection of Personal Data).
- 5.3 Subject to the provisions of Paragraph 5.4, the Buyer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within fifteen (15) Working Days of receiving the Impact Assessment.
- 5.4 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within ten (10) Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
 - 5.5.1 include estimated volumes of each type of resource to be employed and the applicable rate card;
 - 5.5.2 include full disclosure of any assumptions underlying such Impact Assessment;
 - 5.5.3 include evidence of the cost of any assets required for the Change; and
 - 5.5.4 include details of any new Sub-Contracts necessary to accomplish the Change.

6. BUYER'S RIGHT OF APPROVAL

- 6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 6.2 If the Buyer approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Change Authorisation Note shall constitute (or, where the Buyer has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.
- 6.3 If the Buyer does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to Paragraph 3 of Schedule 4 (Dispute Resolution Procedure).

7. SUPPLIER'S RIGHT OF APPROVAL

- 7.1 Following an Impact Assessment, if:
- 7.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Buyer would:
 - (a) materially and adversely affect the risks to the health and safety of any person; and/or
 - (b) require the Services to be performed in a way that infringes any Law; and/or

7.1.2 the Supplier demonstrates to the Buyer's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and the Services Specification does not state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Buyer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8. FAST-TRACK CHANGES

8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

8.2 If:

8.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and

8.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period and any period for which Termination Assistance may be required does not exceed the figure set out in the Order Form and the proposed Contract Change is not significant (as determined by the Buyer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

9. OPERATIONAL CHANGE PROCEDURE

9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

9.1.1 have an impact on the business of the Buyer;

9.1.2 require a change to this Contract;

9.1.3 have a direct impact on use of the Services; or

9.1.4 involve the Buyer in paying any additional Charges or other costs.

- 9.2 The Buyer may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier Representative.
- 9.3 The RFOC shall include the following details:
 - 9.3.1 the proposed Operational Change; and
 - 9.3.2 the time-scale for completion of the Operational Change.
- 9.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.
- 9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Buyer when the Operational Change is completed.

10. COMMUNICATIONS

For any Change Communication to be valid under this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), it must be sent to either the Buyer Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 50 (Notices) shall apply to a Change Communication as if it were a notice.

ANNEX 1: Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2: Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE BUYER:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:_____		Signature:_____
Name:_____		Name:_____
Position:_____		Position:_____
Date:_____		Date:_____

SCHEDULE 6 - TRANSPARENCY REPORTS

1. Within three (3) months from the Commencement Date the Supplier shall provide to the Buyer for approval (the Buyer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements specified in Attachment 10 (Transparency Reports) of the Order Form.
2. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for approval by the Buyer within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included.
3. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 10 (Transparency Reports) of the Order Form.
4. Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
5. The requirements in this Schedule 6 are in addition to any other reporting requirements in this Contract.

SCHEDULE 7 - GOVERNANCE

PART A – SHORT FORM GOVERNANCE

1. DEFINITIONS

In this Part A (Short Form Governance) of this Schedule 7 (Governance), the following definitions shall apply:

"Operational Board"	the board established in accordance with Paragraph 2.1 of this Part A (Short Form Governance) of this Schedule 7 (Governance); and
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of Part A (Short Form Governance) of this Schedule 7 (Governance).

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 shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in Part A of Attachment 8 (Governance) of the Order Form.

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 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 this 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 this 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 Part A of Attachment 8 (Governance) of 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 The Parties shall:
- 5.1.1 subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
 - 5.1.2 agree which risks to close on the Risk Register; and
 - 5.1.3 identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.
- 5.2 The Supplier will maintain the Risk Register in relation to the risks relating to this Contract which the Buyer's and the Supplier have identified and shall submit this to the Buyer for the Buyer's review.

6. CONTRACT MANAGEMENT MECHANISMS

- 6.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 6.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 6.2.1 the identification and management of risks;

- 6.2.2 the identification and management of issues; and
- 6.2.3 monitoring and controlling project plans.
- 6.3 The Risk Register shall be updated by the Supplier and submitted to the Buyer for review in accordance with Paragraph 5.2 above.

PART B – LONG FORM GOVERNANCE

1. DEFINITIONS

In this Part B (Short Form Governance) of this Schedule 7 (Governance), the following definitions shall apply:

“Board Member”	the initial persons appointed by the Buyer and Supplier to the Boards as set out in Part B of Attachment 8 (Governance) of the Order Form and any replacements from time to time agreed by the Parties in accordance with Paragraph 5.3;
“Boards”	the Service Management Board, Programme Board, Change Management Board, Technical Board and Risk Management Board and “Board” shall mean any of them;
“Change Management Board”	the body described in Paragraph 6;
“Project Managers”	the individuals appointed as such by the Buyer and the Supplier in accordance with Paragraph 0;
“Risk Management Board”	the body described in Paragraph 8;
“Service Management Board”	the body described in Paragraph 0; and
“Technical Board”	the body described in Paragraph 9.

2. MANAGEMENT OF THE SERVICES

- 2.1 The Supplier and the Buyer shall each appoint a project manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

3. BOARDS

Establishment and structure of the Boards

- 3.1 The Boards shall be established by the Buyer for the purposes of this Contract on which both the Supplier and the Buyer shall be represented.
- 3.2 In relation to each Board, the:
 - 3.2.1 Buyer Board Members;
 - 3.2.2 Supplier Board Members;
 - 3.2.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - 3.2.4 location of the Board's meetings; and
 - 3.2.5 planned start date by which the Board shall be established,

shall be as set out in Part B of Attachment 8 (Governance) of the Order Form.

- 3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board Meetings

- 3.4 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:
- 3.4.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 3.4.2 that he/she is debriefed by such delegate after the Board Meeting.
- 3.5 A chairperson shall be appointed by the Buyer for each Board as identified in Part B of Attachment 8 (Governance) of the Order Form. The chairperson shall be responsible for:
- 3.5.1 scheduling Board meetings;
 - 3.5.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - 3.5.3 chairing the Board meetings;
 - 3.5.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - 3.5.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
 - 3.5.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.
- 3.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4. ROLE OF THE SERVICE MANAGEMENT BOARD

- 4.1 The Service Management Board shall be responsible for the executive management of the Services and shall:
- 4.1.1 be accountable to the Programme Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;

- 4.1.2 report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the high level Implementation Plan;
- 4.1.3 receive reports from the Project Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and possible future developments;
- 4.1.4 review and report to the Programme Board on service management, co-ordination of individual projects and any integration issues;
- 4.1.5 deal with the prioritisation of resources and the appointment of Project Managers on behalf of the Parties;
- 4.1.6 consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board; and
- 4.1.7 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

5. ROLE OF THE PROGRAMME BOARD

- 5.1 The Programme Board shall:
 - 5.1.1 provide senior level guidance, leadership and strategy for the overall delivery of the Services;
 - 5.1.2 be the point of escalation from the Change Management Board, the Technical Board and the Service Management Board;
 - 5.1.3 ensure that this Contract is operated throughout the Contract Period in a manner which optimises the value for money and operational benefit derived by the Buyer and the commercial benefit derived by the Supplier;
 - 5.1.4 receive and review reports from the Service Management Board and review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;
 - 5.1.5 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services;
 - 5.1.6 provide guidance and authorisation to the Change Management Board on relevant Changes.

6. ROLE OF THE CHANGE MANAGEMENT BOARD

- 6.1 The Change Management Board shall assess the impact and approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Programme Board.
- 6.2 The Change Management Board shall:
 - 6.2.1 analyse and record the impact of all Changes, specifically whether the proposed Change:
 - (a) has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;

- (b) has an impact on the ability of the Buyer to meet its agreed business needs within agreed time-scales;
 - (c) will raise any risks or issues relating to the proposed Change; and
 - (d) will provide value for money in consideration of any changes to the future Charges and/or Service Levels;
- 6.2.2 provide recommendations, seek guidance and authorisation from the Programme Board as required; and
- 6.2.3 approve or reject (close) all proposed Changes.

7. ROLE OF THE TECHNICAL BOARD

- 7.1 The Technical Board shall be accountable to the Programme Board for oversight of the technology used in the Services and ensuring that technological choices are made to maximise the long term value of the Services.
- 7.2 The Technical Board shall:
 - 7.2.1 ensure compliance with the Standards;
 - 7.2.2 grant dispensations for variations from such compliance where appropriate;
 - 7.2.3 assure the coherence and consistency of the systems architecture for the Services;
 - 7.2.4 monitor developments in new technology and reporting on their potential benefit to the Services; and
 - 7.2.5 provide advice, guidance and information on technical issues.

8. ROLE OF THE RISK MANAGEMENT BOARD

- 8.1 The Risk Management Board shall identify and manage risks relating to the performance of the Services.
- 8.2 The Risk Management Board shall:
 - 8.2.1 provide assurance to the Programme Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Programme Board on a monthly basis;
 - 8.2.2 identify the risks to be reported to the Programme Board via the regular risk reports;
 - 8.2.3 subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
 - 8.2.4 ratify or refuse requests to close risks on the Risk Register; and
 - 8.2.5 identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.

9. CONTRACT MANAGEMENT MECHANISMS

- 9.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 9.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 9.2.1 the identification and management of risks;

- 9.2.2 the identification and management of issues; and
 - 9.2.3 monitoring and controlling project plans.
- 9.3 The Risk Register shall be updated by the Supplier and submitted for review by the Risk Management Board.

10. ANNUAL REVIEW

- 10.1 An annual review meeting shall be held throughout the Contract Period on a date to be agreed between the Parties.
- 10.2 The meetings shall be attended by the Buyer Representative and Supplier Representative and any other persons considered by the Buyer necessary for the review.

SCHEDULE 8 - FINANCIAL DISTRESS

1. DEFINITIONS

In this Schedule 8 (Financial Distress), the following definitions shall apply:

"Credit Rating Threshold" the minimum credit rating level for the Monitored Company as set out in Part A of Attachment 7 (Financial Distress) of the Order Form;

"Financial Distress Event" the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Sub-Contractor (where applicable) notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company;

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could di-

	rectly impact on the continued performance delivery of the Services in accordance with this Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier, Guarantor (if any) or any Key Sub-Contractor; and
"Rating Agencies"	the rating agencies set out in Part B of Attachment 7 (Financial Distress) of the Order Form.

2. WARRANTIES AND DUTY TO NOTIFY

- 2.1 The Supplier warrants and represents to the Buyer that as at the Commencement Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Part B of Attachment 7 (Financial Distress) of the Order Form.
- 2.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 2.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Buyer within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of written request by the Buyer (such requests not to exceed four (4) in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by Buyer. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;
- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored; and
- D is the value at the relevant date of the current liabilities of the Monitored Company.

- 2.4 The Supplier shall:
- 2.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
 - 2.4.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 2.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

3. CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

- 3.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 3.3 to 3.6.
- 3.2 In the event that a Financial Distress Event arises due to a Key Sub-Contractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 3.3 without first giving the Supplier ten (10) Working Days to:
- 3.2.1 rectify such late or non-payment; or
 - 3.2.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 3.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 3.3.1 at the request of the Buyer, meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and
 - 3.3.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 3.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:
 - (a) submit to the Buyer for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as the Buyer may reasonably require.
- 3.4 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Buyer or referred to the Dispute Resolution Procedure under Paragraph 3.5.
- 3.5 If the Buyer considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 3.6 Following approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
 - 3.6.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Contract;
 - 3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its approval, and the provisions of Paragraphs 3.5 and 3.6 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - 3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 3.6.

4. TERMINATION RIGHTS

- 4.1 The Buyer shall be entitled to terminate this Contract for material Default if:
 - 4.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.4;
 - 4.1.2 the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 3.3 to 3.5; and/or
 - 4.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.6.3.

5. PRIMACY OF CREDIT RATINGS

- 5.1 Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 5.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and
 - 5.1.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 3.3.2(b).

ANNEX – RATING AGENCIES

Rating Agencies:

- Dun and Bradstreet

SCHEDULE 9 - SOFTWARE

PART A – FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

[*insert Buyer
name and address*]

[*Date*]

Dear Sirs

LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

We refer to the contract between us dated [*insert date*] in respect of [*brief summary of subject of the contract*] (the “Contract”). Capitalised expressions used in this letter have the same meanings as in the Contract.

In accordance with Clause 21.4.2 of the Contract we confirm that:

1. the Buyer is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the “**Appendix**”) on the terms of the licences identified in the second column of the Appendix (the “**Licences**”); and
2. notwithstanding any provision to the contrary in the Licences, it is agreed that the Buyer may sub-license, assign and novate the Supplier COTS Software and Supplier COTS Background IPRs as referred to in Clause 21.4.2 of the Contract.

Yours faithfully,

Signed:

On behalf of [*name of the Supplier*]

PART B - FORM OF CONFIDENTIALITY UNDERTAKING CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on **[date]**

BETWEEN:

- (1) **[insert name]** of **[insert address]** (the “Sub-licensee”); and
- (2) **[insert name]** of **[insert address]** (the “Supplier” and together with the Supplier, the “Parties”).

WHEREAS:

- (A) **[insert name of Buyer]** (the “Buyer”) and the Supplier are party to a contract dated **[insert date]** (the “Contract”) for the provision by the Supplier of **[insert brief description of services]** to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to the Contract (the “Sub-licence”).
- (C) It is a requirement of the Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information” means:

(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:

(i) the Supplier; or

(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;

(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard

manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Buyer pursuant to or in connection with the Sub-licence;

(c) other Information provided by the Buyer pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and

(d) Information derived from any of the above,

but not including any Information that:

(a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Buyer;

(b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

(c) was independently developed without access to the Information;

“Information” means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence” has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

1.2.1 a reference to any gender includes a reference to other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;

1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2. CONFIDENTIALITY OBLIGATIONS

- 2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:
 - 2.1.1 treat all Confidential Information as secret and confidential;
 - 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
 - 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
 - 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
 - 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
 - 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
 - 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
 - (c) make no further use of any Confidential Information.

3. PERMITTED DISCLOSURES

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
 - 3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - 3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms similar to those in this Agreement.

- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
 - 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - 3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4. GENERAL

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. NOTICES

- 5.1 Any notice to be given under this Agreement (each a "Notice") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.
- 5.2 Any Notice:
- 5.2.1 if to be given to the Supplier shall be sent to:
[Address]
Attention: [*Contact name and/or position, e.g. "The Finance Director"*]
- 5.2.2 if to be given to the Sub-licensee shall be sent to:
[Name of Organisation]
[Address]
Attention: []

6. GOVERNING LAW

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [*name of Supplier*]

Signature: _____

Date:

Name:

Position:

For and on behalf of [*name of Sub-licensee*]

Signature: _____

Date:

Name:

Position:

SCHEDULE 10 - EXIT MANAGEMENT

DEFINITIONS

In this Schedule 10, the following definitions shall apply:

"Exclusive Assets"		Assets used exclusively by the Supplier or a Key Sub-Contractor in the provision of the Services;
"Exit Information"		has the meaning given to it in Paragraph 0 of this Schedule 10;
"Exit Manager"		the person appointed by each Party to manage their respective obligations under this Schedule 10;
"Net Book Value"		the current net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"		those Assets used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"		the register and configuration database referred to in Paragraph 0 of this Schedule 10;
"Replacement Goods"		any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following termination or expiry of this Contract, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	Assis-	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	Assis-	has the meaning given to it in Paragraph 0 of this Schedule 10;
"Termination Assistance Period"	Assis-	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 0 of this Schedule 10;
"Transferable Assets"		Exclusive Assets which are capable of legal transfer to the Buyer;

"Transferable tracts"	Con-	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"		has the meaning given to it in Paragraph 1.1.30 of this Schedule 10;
"Transferring tracts"	Con-	has the meaning given to it in Paragraph 1.1.32 of this Schedule 10.

SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT

The Supplier shall within 30 days from the Commencement Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

During the Contract Period, the Supplier shall promptly:

- 1.1.1 create and maintain a detailed register of all Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-Contracts and other relevant agreements required in connection with the Services; and
- 1.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services

("Registers").

The Supplier shall:

- 1.1.3 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 1.1.4 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Sub-Contractor or provider of Services.

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

ASSISTING RE-COMPETITION FOR SERVICES

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

The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Sub-Contractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

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

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

EXIT PLAN

The Supplier shall, within three (3) Months after the Commencement Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 0 of this Schedule 10 and is otherwise reasonably satisfactory to the Buyer.

The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 0, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

- 1.1.5 a detailed description of both the transfer and cessation processes, including a timetable;
- 1.1.6 how the Service will transfer to the Replacement Supplier and/or the Buyer;
- 1.1.7 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon termination or expiry of this Contract together with any reasonable costs required to effect such transfer;
- 1.1.8 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Services following the termination or expiry of this Contract;
- 1.1.9 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Services and required for their continued use;

- 1.1.10 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services;
- 1.1.11 proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- 1.1.12 proposals for the disposal of any redundant Deliverables and materials;
- 1.1.13 how the Supplier will ensure that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
- 1.1.14 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

- 1.1.15 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - every six (6) months throughout the Contract Period; and
 - () no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - () as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - () as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Services (including all changes under the Change Control Procedure); and
- 1.1.16 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 0 or 0 (as the context requires), shall that draft become the Exit Plan for this Contract.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

TERMINATION ASSISTANCE

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

- 1.1.17 the nature of the Termination Assistance required; and

- 1.1.18 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Services.

The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule 10 and the last Buyer approved version of the Exit Plan (insofar as it still applies).

TERMINATION ASSISTANCE PERIOD

Throughout the Termination Assistance Period the Supplier shall:

- 1.1.19 continue to provide the Services (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 1.1.20 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Services to the Buyer and/or its Replacement Supplier;
- 1.1.21 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 1.1.22 subject to Paragraph 0, provide the Services and the Termination Assistance at no detriment to the Service Levels, the provision of the management information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 1.1.23 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 1.1.24 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 1.1.20 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Change Control Procedure.

If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's

ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

OBLIGATIONS WHEN THE CONTRACT IS TERMINATED

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

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

- 1.1.25 vacate any Buyer Premises;
- 1.1.26 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 1.1.27 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - such information relating to the Services as remains in the possession or control of the Supplier; and
 - () such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

ASSETS, SUB-CONTRACTS AND SOFTWARE

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

- 1.1.28 terminate, enter into or vary any Sub-Contract or licence for any software in connection with the Services; or
- 1.1.29 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets.

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

- 1.1.30 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 1.1.31 which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

() the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

1.1.32 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

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

With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

1.1.33 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

1.1.34 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

The Buyer shall:

1.1.35 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

1.1.36 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 0 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 52 shall not apply to this Paragraph 0 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

NO CHARGES

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule 10.

DIVIDING THE BILLS

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

- 1.1.37 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 1.1.38 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 1.1.39 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.