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RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16 June 2021 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. 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 Deliverables 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 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification (including the Supplier’s Tender);
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports; and
5. Annex 1 – Call-Off Terms.

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

1. the Framework, except Framework Schedule 18 (Tender);
2. the Order Form and its Attachments;
3. the Call-Off Terms; and
4. Framework Schedule 18 (Tender).

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Section A
General information

Contract Details	
Contract Reference:	prj_4741
Contract Title:	Matrix Programme - Service Design, Service Transformation and Service Transition Support
Contract Description:	A Call-Off Contract for specific services agreed under a Statement of Works (SOW)
Commencement Date: this should be the date of the last signature on Section D of this Order Form	7 April 2025

Buyer details
Buyer organisation name Department for Science, Innovation and Technology
Billing address DSIT - Department for Science, Innovation and Technology c/o UK SBS Queensway House West Precinct Billingham TS23 2NF United Kingdom [redacted]
Buyer representative name [redacted]
Buyer representative contact details [redacted]
Buyer Project Reference

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Project: prj_4741. ITT: itt_1903.

Supplier details
Supplier name Investigo Limited.
Supplier address 10 Bishops Square, London, E1 6EG
Supplier representative name [redacted]
Supplier representative contact details [redacted]

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Section B

Part 1 - The Services Requirement

Commencement Date
See above in Section A

Contract Period

24 Months (2 years)

Services

The Supplier shall provide the following Services to the Buyer:

a Call-Off agreement under which individual Statements of Work (SOWs) shall be agreed to support:

Design, build and test
Service transformation
Change and transition

Each SOW, when agreed, will form an individual contract.

This is a zero-commitment Call-Off agreement with a duration of 24 months.

The Services are more particularly described in Attachment 1 (Services Specification).

The following Special Terms will apply to this Contract as previously set out in the Invitation to Tender:

1. Managing Supplier Performance
    - **Performance Metrics and KPIs**: These will be defined for each individual SOW and used to measure the supplier's performance. This ensures that both parties have a mutual understanding of the expectations and standards.
    - **Monitoring and Reporting**: There will be weekly operational meetings to discuss operational performance followed by monthly meetings for contract management reporting. The weekly operational meeting will be used to discuss progress, operational detail and discuss any issues that have arisen. The supplier's performance will be measured against individual SOW performance metrics and KPIs at the monthly contract management meeting where the overall supplier performance will be reviewed. All activities will be documented and delivered in line with the SOW. A formal monthly report will be produced for discussion at the monthly meeting, including reference to documents,

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presentations and/or reports that support delivery of the SOW deliverables (see specification clauses management information/reports and Contract management).

- **Rectification Plan:** In the eventuality of a supplier Poor performance, the supplier must develop within 5 working days after the notice of poor performance has been raised to complete a rectification plan for the Buyer to review and approve. If the Buyer rejects the proposed rectification plan, then the Supplier has 5 working days to make the relative adjustment. The time period for the duration of the rectification plan must be agreed by both parties. A rectification plan should be considered if there are delays in the delivery of a project due to non-poor performance from the supplier (i.e. force majeure).
- **Remedial Actions**: Define the remedial actions that the supplier must take to address any performance issues. This can involve developing a clear corrective action plan and involving the supplier in the planning process to ensure commitment and feasibility.
- **Termination Rights:** As per RM6100 Call of terms Clause 19 Termination Rights.
- **Risk Management:** Include provisions for risk management, outlining how potential will be identified, assessed, and mitigated. Both parties should have input in defining the potential risks and ensuring these risks are mitigated.
- **Transparency and Communication**: Due to the nature of the project, the Buyer requires that communication flows constantly between all parties, Issues, risks should be raised immediately in order to ensure remedial action can be taken and therefore, mitigating the risk of a delay in the delivery of the project.
- **Collaboration**: Due to the flexible and dynamic nature of the programme, the Buyer requires that the Preferred Bidder agrees, as part of this Tender, to work collaboratively with the other Providers across the Programme to ensure that the outcomes are achieved on time and in full. For the avoidance of doubt, the Buyer expects a “fix it first” partner approach followed by any discussions

Deliverables

The Supplier shall provide Deliverables to the Buyer as part of the Services.

Deliverables will be as set out in each SOW.

The Deliverables are more particularly described in Attachment 1 (Services Specification which includes the Supplier’s response to the Invitation to Tender)

Sites for the provision of the Services

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The Supplier shall provide the Services and/or Deliverables from the following Sites**:**

Buyer Premises:

The primary work location will be remote off-site with some travel for onsite meetings to London, Swindon, Newport and Billingham.

Supplier Premises:

Not Applicable.

Third Party Premises:

London, Swindon, Newport and Billingham.

Additional Standards

Not Applicable.

Key Supplier Personnel
Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

Key Supplier Personnel	Key Role(s)	Duration
[redacted]	[redacted]	[redacted]

Buyer Property

Not Applicable

Buyer Security Policy

Available online at: https://www.gov.uk/government/publications/security-policy-framework

Buyer Enhanced Security Requirements

As set out in each SOW.

Insurance

Third Party Public Liability Insurance (£) - £1m or 150% of the total individual SOW value whichever is the greater.

Professional Indemnity Insurance (£) - £1m or 150% of the total individual SOW value whichever is the greater.

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Key Sub-Contractors

[redacted]

Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

Contract Cap £8m – Supplier acknowledges that this is a zero commitment call off contract.

Charges will be agreed for each Statement of Work (SOW) and based on the following rates:

[redacted]

The above rates represent a discount of [redacted] from the Rate Card agreed with Crown Commercial Service. The Supplier agrees that all future resources not specifically referenced in the table above and provided under this Contract and any subsequent Statement of Work will include a minimum discount of [redacted]

Payment Profile

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The payment profile for this Contract will be as set out in the SOW.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

DSIT - Department for Science, Innovation and Technology
c/o UK SBS
Queensway House
West Precinct
Billingham
TS23 2NF
United Kingdom

[redacted]

All invoices must include:

1. Details of the relevant Purchase Order number / reference
2. The relevant SOW number
3. The breakdown of individual Line-item charges (including any Milestones) being claimed
4. All Prices must be in Pound Sterling

Method of Payment

Payment method shall be BACS monthly in arrears and made on the supplier meeting the agreed Milestones or as stated otherwise in the Individual SOW.

Contract Anticipated Potential Value: Capped at £8m (exc VAT)

Part 3 – Additional and Alternative Buyer Terms

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

Additional Schedules

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	N/A

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S2: Continuous Improvement	✓
S3: Supply Chain Visibility	N/A

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses – Not Used.

Liability

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall remain un-amended.

Termination for Convenience

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be 30 Working Days.

Key Performance Indicators (KPIs)

The following KPIs will apply to this Contract:

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Accurate and timely billing of Buyer	Accuracy /Time-lines	at least 98% at all times	N/A	N/A
On time delivery of contract / SOW / Stages identified in SOW	On time delivery	At least 98% at all times	N/A	N/A
Capacity of roles required for SOWs	Availability of roles for future SOWs	At least 98% of roles available for new SOWs within timescales set by the Au-thority	N/A	N/A
Access to Buyer support	Availability	at least 98% at all times	N/A	N/A

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Section C
Supplier response

Commercially Sensitive information
Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Rate Card plus entire Tender Response.

Section D
Contract award

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

SIGNATURES

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	

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Attachment 1 – Services Specification

1. Programme Overview

1.1 The programme plays an important part in bringing together core functions of a business into a single simplified centre to save time, cut back-office red tape and offer better value for money. It will provide one operation that is simpler and smarter, enabled by digital technology and automated processes, which gives people a more satisfying experience and their time back. To do so the programme will also transform the government owned captive shared service centre, UK Shared Business Services (UK SBS), to provide the best finance and HR shared services in government.

1.2 The Matrix Programme will deliver Government's three overarching objectives for shared services:

- Better experience for all users - intuitive systems, easy to use and mobile-enabled.
- Efficiency and value for money - better systems and services which support productivity and seek to reduce costs.
- Standardised processes and data - support interoperability, making it easier to understand and compare corporate data.

1.3 There are nine departments within the remit of the Matrix Cluster, that collectively consist of:

- 46k users based across the UK.
- Five Rapid Adopter Departments (RAP) (Cabinet Office, Department for Digital, Culture, Media and Sports, Department for Science, Innovation and Technology, Department for Energy Security and Net Zero, Department for Business and Trade) who'll experience any changes first
- Four Cloud User Departments (CU) (Department for Education, Department for Health and Social care, HM Treasury, Attorney General's Office), who'll be considered later as they're already using more modern technologies.
- Service provisions extend beyond just the core departments, with a range of ALBs utilising the service.
- A new Intelligent Client Function (ICF), hosted by one of the nine departments, will be created to manage the service, governance and funding arrangements and relationships between UK SBS and the nine departments.

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1.4 The Matrix Programme operates a programme delivery model which applies across the Departments, Programme and UK SBS, as the Matrix future service provider; this comprises:

- **Design, build and test** – including new operating model, redesigned processes and services, integration of the service design activity with the technology (ERP) provider and systems integrator (SI) provider.
- **Service transformation** – including the implementation of the transformation strategy for UK SBS, the governance associated with the transformation and interaction with the 9 government departments and the Matrix Programme, and assurance that the transformation is appropriately planned and delivered.
- **Change and transition** – planning, transition and change activity associated with the onboarding of the 5 RAP departments, 4 CU departments and their ALB's.

1.5 The requirement of this contract is to provide service support to the service implementation team as well as collaborate with the various other 3rd parties involved in delivering the Buyer's objectives. (such as but not limited to; Target Operating Model provision, Transformation Partner, System Integrator, SaaS Vendor provider)

2. Requirements Overview

2.1 The Matrix programme is seeking specialist service design, service transformation and service transition support to form part of the Service Implementation Pillar core programme team, working with the overarching Matrix Programme team which includes the ERP and SI partners, the Transformation Partner (TP) and UK SBS in the delivery of the programme activity.

2.2 The Service Implementation Pillar of The Matrix Programme contains three functions:

- Service Design of the new shared service including the target operating model (TOM) and detailed service design.
- Transformation, Governance and Assurance of the captive shared service provider, UK SBS. This includes implementation of a multi-year transformation strategy (supported by the TP) together with nascent governance and assurance of shared services provided by UK SBS to the nine government departments.
- Service Transition to support the successful transferal of the nine government departments from their existing service provision to UK SBS and the Intelligent Client Function (ICF), which in turn will deliver substantial cashable, non-cashable and qualitative benefits for the Cluster.

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3. Specification & Key Outputs

3.1 To achieve the transformation of UK SBS to meet the needs of the Matrix Programme, the Service Implementation Pillar has implemented a hybrid civil servant & consultancy team. This involves co-design, co-production and co-delivery across multiple partners. The roles of the various partners in Service Implementation are as follows:

3.2 **TOM partner** – responsible for the high-level technology agnostic and technology specific TOM.

3.3 **Service design team (comprising civil servants and resource provided by this managed service contract)** - responsible for the detailed level technology agnostic and technology specific TOM and detailed service design for each service within the service catalogue.

3.4 **Transformation partner** (TP) - responsible for working in partnership with UK SBS to deliver the transformation of UK SBS, in line with the transformation strategy.

3.5 **UK SBS** - responsible for developing the UK SBS transformation vision (aligned to Matrix), transformation of UK SBS in line with the transformation strategy, supported by the TP, implementation of the newly designed service in line with the TOM, delivery of objectives (set by Matrix) and programme benefits.

3.6 **Service transformation team (comprising civil servants and resource provided by this managed service contract)** - responsible for setting the objectives that UK SBS need to achieve for transformation and transition, act as a strategic technical and organisational development advisor, and critical friend for the transformation of UK SBS, to ensure that activity planned, designed and undertaken meets the needs of the departments and the Matrix Programme, provide quality and delivery assurance of the work undertaken to ensure the programme plan is being delivered and that the products are of sufficient quality and the communication strategy for the transformation of UK SBS.

3.7 **Service transition team (comprising civil servants and resource provided by this managed service contract)** - responsible for designing and deploying a transition strategy and framework to ensure capability is deployed and departments are safely transitioned onto the new service, development and deployment of the 'transition readiness' assessments, transition communication and engagement strategy, establishing and running the Business Readiness Board that will govern business readiness and transition for all clients, building relationships with onboarding clients including negotiation of service agreements, support the design and delivery of the new ICF, transition communications and engagement strategy, development of training materials and schedules for staff involved in the transition and capture and document learning and best practice to support transition of future clients.

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3.8 The work required for this contract, will only be in the areas described above for the service design, service transformation and service transition teams. This contract will not duplicate or cover work under the responsibility of the TOM partner, the TP or UK SBS.

3.9 The TOM partner is due to conclude their contracted work in early 2025. Knowledge transfer will be provided to the Supplier to ensure successful transition of service design work activity.

3.10 The Supplier will deliver a range of work-packages for the Matrix Service Implementation Pillar programme team enabling the Buyer to deliver the service implementation plan on time, to a high quality and within budget. The Supplier will be expected to provide resource, specialist support and knowledge, providing solutions to numerous work packages which will be delivered concurrently.

4. The Requirement

4.1 Statements of Work (SoW) packages shall be conducted under the Call off Contract including a mobilisation session at the commencement of the contract.

4.2 Key outputs defined in each SOW shall be approved by the Buyer at the monthly contract review meetings against Milestones and the Acceptance Criteria set out.

4.3 The Buyer will measure the quality of delivery outputs against the SOW deliverables.

4.4 In Scope:

The Supplier will execute deliverables in conjunction with and on behalf of the Service Implementation Pillar team by engaging with multiple stakeholders including the programme team, internal stakeholders, UK SBS, the TP and departmental representatives, to deliver critical activities. This includes: **Service Design** 1. **Detailed service design** a. Design and iterate the detailed service design, Interim Operating Model (IOM) and Target Operating Model (TOM) designed by the TOM partner. These artefacts will need further detailed design, to be kept up to date and iterated over the course of this contract. Work with lead subject matter experts (SMEs) and departmental representatives to ensure understanding of the service specific considerations throughout design and achieve the relevant sign-off of the detailed service design, strategic design decisions, IOM and TOM changes as per the programme governance framework and lessons learned from the go-live of the first two departments (1a – Cabinet Office and Department for Culture, Media and Sport)

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ahead of roll out to the next 3 departments (1b – Department for Business & Trade, Department for Science, Innovation & Technology and Department for Energy, Security & Net Zero). The IOM and TOM will include several elements that may collectively or individually need to be updated as follows:

- Service Catalogue including Service Overviews
- Service propositions
- Operating Model Principles
- ICF Delivery Model
- Governance Structure
- Charging & Funding Model
- Location Strategy
- Service User Journeys
- Service Maps

b. Review (in line with best practice), make recommendations for improvement, own and maintain the service requirements traceability matrix and tooling assessment to track alignment between service outcomes, IOM, TOM and technology. This should be undertaken throughout design, testing and go-live.

c. Produce the application management services (AMS) interim and target operating model. The service will be led by the SI until 2027 whereupon it will transition to be led by UK SBS. The initial IOM will need to be designed to be delivered by the SI from December 2025. The IOM will then need to be adjusted and redesigned/updated to produce the final TOM, ensuring changes that will be needed once the delivery of the AMS moves to UK SBS are fully taken account of. The IOM and TOM design will need to include as a minimum:

- The AMS Organisation Design including organisational structure; roles & responsibilities; organisational interfaces; spans and layers required to deliver the AMS service; roles impacted by TUPE or COSOP for UK SBS; roles and actors involved in AMS services.
- Reviewing the charging and funding model to reflect AMS TOM charging
- User journey maps that describe key scenarios demonstrating how the IOM and TOM ensure the AMS service can be maintained, governed and changed.
- An AMS service management framework with associated KPIs, OLAs and measures.
- The detailed AMS service catalogue and taxonomy.

d. Work with the SI, UK SBS & Matrix Programme to produce training materials and knowledge management articles to support successful adoption of the future service aligned to best practice content design. Produce these materials in a variety of different formats, including digital and self-directed learning material, that can be

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used by UK SBS, Departments and the Matrix Programme and that are suitable for use by trainers, change agents, departmental managers and team leaders.

2. **Service design dependency with technology**

a. Provide input and dependency support to the technology partner and SI for detailed design using service maps to ensure the technology meets the need of the service, and the implications of the technology on the service are understood. Provide input to the ERP and SI partners' implementation plan showing service design dependencies and non- dependencies with new technology. Identify interdependencies with the new technology to show where activities are reliant on new technology e.g. Omnichannel, including a description of the interdependency and the date when activities will be able to proceed including any necessary interfaces with retained technology.
b. Represent the Service Design team in meetings, workshops and governance fora, including the multidisciplinary 'Pods' that are working on each area of the service catalogue. Provide input to and ensure service maps align with and support technology integration, that services are designed and implemented based on meeting service user needs rather than a singular enabling technology perspective, to ensure successful service implementation within the operational environment.

3. **Service design testing**

a. Deploy a user research methodology to identify usability issues within the service for the detailed IOM and TOM and address this throughout detailed design, working in partnership with the programme, UK SBS & Departments. Use iterative design approaches to incorporate user feedback and refine the service accordingly.
b. Partner with the Technology Implementation Pillar to support user and service acceptance testing to ensure the ultimate solution meets the needs of the business and service provider and shows detail for further design and testing (if required) following initial feedback.
c. Undertake user testing and service testing to ensure that detailed service design outputs meet stakeholder and programme requirements.

Service Capability and Transition.

The Supplier will execute deliverables in conjunction with and on behalf of the Service Implementation Pillar team by engaging with multiple stakeholders including the programme team, internal stakeholders, UK SBS, the TP and departmental representatives, to deliver critical activities. This includes:

Capability and transition

4. **Service transition and ICF**

a. Undertake further detailed design, maintain and iterate the ICF TOM.

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b. Undertake the change readiness assessment for implementation of the ICF including identifying any gaps or deficiencies in existing capabilities and proposing solutions, including urgent enhancements or change requests.
c. Deploy a user research methodology to identify usability issues within the ICF and address these by working in partnership with the programme, UK SBS, departments, the SI and ERP partners. Use iterative design approaches to incorporate user feedback and refine the service accordingly. This should include the approach to non-acceptance.
d. Implement the ICF, including the production of a plan to enable this.
e. Produce the change and transition management strategy which should include as a minimum the purpose and goals of the transition, employee engagement, a RACI for the different roles within the transition and a process for evaluating the success of the transition.
f. Develop a department specific transition plan showing activities, milestones and owners, including partnering with Departments, UK SBS and the TP to ensure alignment. The plan must include the detailed roles impacted by TUPE or COSOP and how the transition of these roles will be achieved.
g. Lead the transition of Departments, in conjunction with Departmental Transition leads and the central change team, safely, onto the new service.
h. Negotiate service agreements between transitioning Departments and UK SBS.
i. Work in partnership with the central change team to identify and manage dependencies and responsibilities with departmental change management teams transitioning to UK SBS. This should include a RACI for the different roles within transition and include support required during hypercare. This also includes change and transition to the ICF.
j. Establish a transition office, design and deploy the transition strategy and transition framework that ensures capability is deployed. Produce a transition plan and monitor/track progress of transition against the plan for all parties, including UK SBS.
k. Produce a transition communications and engagement strategy.
l. Development of training materials and schedules for staff involved in the transition.
m. Capture and document learning and best practice to support transition of future clients.

5. **Service transition business readiness**

a. Establish the Business Readiness Board (Board) and associated Terms of Reference (ToR), that will govern business readiness and transition for all Departments. Produce the ToR including how the Board aligns with the Matrix Programme and UK SBS governance fora. Provide the secretariat function for the Board.

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b. Design and deploy business readiness criteria and gateway reviews. This should include criteria for departments and UK SBS to identify any gaps or deficiencies in existing capabilities, including any urgent enhancements or change requests that may be needed. Design and deploy a gateway review process to validate that business readiness reviews have been undertaken, collecting and reporting on common themes and highlighting key risks to the Board. Produce a resource and implementation plan to support delivery of the business readiness gateway reviews.
c. Develop in conjunction with the central change team, a standard change impact assessment and business readiness plan for use by Departments. The plan should enable Departments to identify if individuals are ready to adopt the change; new processes are in place; new ways of working are understood and agreed; the transition plan is agreed and operational, and that training has been undertaken.
d. Produce, alongside others, the business readiness assessment framework for the entire Matrix Programme to align readiness assessments and confirm if the whole Matrix Programme is collectively ready for go-live. This includes establishing a working group to co-design the approach, undertaking a gap analysis to identify differences of approaches and making proposals for an aligned and integrated process. Seek agreement for the proposals from partners and through the Board.

6. **Service transition change readiness**

a. Support Departments to undertake change impact assessments (CIA) and build business readiness plans This includes identifying any gaps or deficiencies in existing capabilities and proposing solutions to enhance the ability to deliver the Service effectively, including urgent enhancements or change requests. Undertake the business readiness assessment for the ICF and work with the TP to understand business readiness for UK SBS.
b. Work in partnership with the SI, Departments and UK SBS to assure the change, transition and cutover plans for the Programme including any necessary interfaces with retained technology. This includes proposing solutions to enhance the ability to deliver the Service effectively.

Service Transformation

The Supplier will execute deliverables in conjunction with and on behalf of the Service Implementation Pillar team by engaging with multiple stakeholders including the programme team, internal stakeholders, UK SBS, the TP and departmental representatives, to deliver critical activities. This includes:

Transformation, Governance and Assurance

7. **Quality assurance**

a. Design the quality assurance review approach to provide assurance of work undertaken and that products are of sufficient quality to successfully deliver the ambitions of the Matrix Programme.
b. Quality assurance of the engaged workforce transformation plan.

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c. Quality assurance of the staff & knowledge transfer plan.
d. Quality assurance of the service implementation plan, including associated resourcing plan, for the IOM, TOM and service catalogue.
e. Quality assurance of the change and transition management strategy and transition plan. The strategy and plan must align with the requirements of the overarching change and transition strategy produced by the Service Implementation Pillar change and transition team.
f. Quality assurance of post-discovery transformation initiatives, including discovery phase outputs and the framework for ongoing service improvements.
g. Quality assurance of the cost to serve model in line with best practice shared service approaches.

8. **Strategic advisor**

a. Act as a strategic technical shared service and strategic organisational development advisor and critical friend for transformation to ensure that strategic operational decisions, organisational development of UK SBS and the transformation of UK SBS (who are supported by the TP) is in line with best practice and meets the needs of Departments and the overarching Matrix programme

9. **Transformation assurance and governance**

a. Develop an integrated assurance and approval plan (IAAP) to ensure consistent delivery of transformation activity undertaken by UK SBS and the TP, including tracking delivery and realisation of benefits, and secure approval for the IAAP. The plan should be aligned with the Partnership Charter and include a process for capturing the detail of assessments, recommendations and how these will be recorded and managed. Additionally, the assurance plan should assure delivery of planned and actual benefits.
b. Design a benefits management strategy, benefits management framework, benefits profiles including benefits owners, ensuring that data is captured and reported on in a timely and accurate manner. This should include a benefits management framework. Training will need to be undertaken so that benefits owners understand their roles and responsibilities.
c. Create, monitor and report against the benefits realisation plan ensuring that data is captured and reported on in a timely and accurate manner. This should include agreeing reasons and remedial action for underperformance.
d. Manage the Service Transformation governance fora, including formal governance meetings, working groups, meetings and workshops, including (where necessary) the multidisciplinary control tower and 'Pods'. This includes advising and attending meetings, so that services are designed upon meeting service user needs rather than a singular enabling technology perspective. Manage the Service Transformation Working Group (STWG) including reviewing and maintaining the ToR. Prepare and present high-quality papers to support good decision making.

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10. **Transformation delivery management**

a. Track and monitor the TP delivery of outputs against agreed milestones; track and monitor any delivery risks or issues. Discuss reasons for issues with the TP, including sourcing mitigation plans. Escalate to programme governance groups as required.
b. Set the objectives that UK SBS and the TP need to achieve in relation to transformation and transition. Objectives should be agreed to by all parties and include who the objective owner is, who will review achievement of the objective and how, the frequency of reviews and approach to non-achievement of objectives.
c. Provide delivery assurance of activities covered by the UK SBS transition office to ensure alignment with the overarching Service Implementation Pillar service transition plan and monitor any delivery risks or issues and escalate to the programme as required.

11. **Transformation stakeholder management and communication**

a. Provide advice and support to the Service Implementation Pillar team and UKSBS in the planning and preparation of Matrix Programme stakeholder communications to ensure they are fit for purpose, align with Matrix strategic communications and meet governance group needs. This includes producing a stakeholder matrix showing who and how stakeholder relationships are managed, the medium by which they will be managed and the frequency of engagement which aligns with Matrix strategic communications key messages.

Programme/Project Management and Pillar Support

Programme/project management and project co-ordination and Pillar support

12. **Skills transfer**

a. Enhance capability building and enable knowledge sharing within the Service Implementation Pillar team as well as conduct comprehensive knowledge transfer and handover to civil service staff members for the Service Implementation Pillar team. Produce a knowledge transfer strategy, deliver relevant training, a plan for training delivery and a process that checks for successful knowledge transfer.

13. **Service Implementation Pillar delivery support**

a. Deliver support to enable effective programme management of the Service Implementation pillar including programme/project planning, Risk, Assumption, Action, Issue, Decisions, Dependency (RAAIDD) management, reporting and workshop activity and a proposal for optimal project management tooling. Maintain and update detailed programme/project plans. Plans should contain a realistic project timeline that is aligned to the Matrix Integrated Programme Plan (IPP). Clearly define interdependencies and identify the critical path and key

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milestones. Manage and maintain RAAIDD logs and undertake reporting in line with Programme Management Office (PMO) requirements. b. Co-ordinate all Service Implementation Pillar programme and project management activity and undertake project administration activities. c. Create and manage a version-controlled set of documents for the Service Implementation Pillar This should include how changes can be made to the listed documents, the changes made, who can approve these changes and the date the changes were made.
Strategic Implementation Support
To support the delivery of the plans, the programme is asking the Supplier to provide support to the Service Implementation Pillar. This will require small teams providing strategic and operational support and specialist input into the design authorities, departmental boards and SME communities, assuring them of the design, transformation, transition and future ways of working. These could (not should) range across several core roles and technical expertise, including: **Service Design** • Senior service design lead. SIFA grade 7/CSG6 • Service design lead. SIFA grade 6/CSG7 • Business architect. SIFA grade 6/CSG7 • Content design lead. SIFA grade 6/CSG7 • User research lead. SIFA grade 6/CSG7 • Project management lead. SIFA grade 6/CSG7 • Project co-ordinator. SIFA grade 3/CSGHEO **Service Transformation, Governance and Assurance** • Senior service transformation lead. SIFA grade 7/CSG6 • Service transformation specialist. SIFA grade 6/CSG7 • Project management lead. SIFA grade 6/CSG7 • Project co-ordinator. SIFA grade 3/CSGHEO **Service Transition** • Senior service transition consultant. SIFA grade 7/CSG6 • Transition office lead. SIFA grade 6/CSG7 • Relationship manager. SIFA grade 6/CSG7 • Transition office support. SIFA grade 3/CSGHEO • Transition office reporting. SIFA grade 3/CSGHEO

5. Out of Scope

5.1 **This contract will not duplicate or cover any requirements under the responsibility of the TOM partner, the Transformation Partner or UKSBS**. The Supplier will only be delivering in the areas described above for the service design, service transformation and service transition teams.

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6. Key Skills and Experience

6.1 The Supplier must have significant experience in delivery of similarly scoped work. The following provides an overview of expected experience and skills; however, it does not represent an exhaustive list required to deliver against requirements.

6.2 The supplier(s) will draw upon existing work and artefacts within the Government Departments of the Matrix Group/Cluster, this shall include all and any contractual functional and non-functional requirements and departmental information contained within Pod Packs.

6.3 The supplier must deliver a high standard customer service and ensure the following:

- There will be the right resources to meet the Buyer's needs. This shall be included in the relevant Plans submitted in response to SOW received.
- Any absences of staff must be covered by an equivalent experienced person.
- All staff allocated to the project must understand the Buyer's ethos.
- All staff associated to the project must have an understanding of the scope of the requirement.

Key Skills and Experience
• Expertise in Project and Programme Management including which tools and techniques to utilise • Access to expertise and experience in market leading service design, content design, HR service design, finance and procurement service design, enabling service design, governance design and business architects to advise, shape and steer activities as articulated in the specification section above, from a Shared Service environment • The ability to be flexible in approach and enable the Service Implementation Pillar team to deliver at pace and lock in decisions whilst taking an evidence-based approach. • Detailed understanding of Government Global Design Principles, GSS Strategy, Central Government mechanics, Global Process designs for HR and Finance, process splits and taxonomy. • A cross functional team incorporating SMEs (Subject Matter Experts), examples and reference materials from central government, the wider public sector and equivalent sized private organisations (not restricted to the UK). This team shall include hands on experience of Shared Service Centre transformation, and alignment of multiple organisations under a single operating model.

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• Deep knowledge of finance, HR, Payroll and procurement processes and systems. • Ability to design and implement efficient and effective shared service models. • Expertise in service design methodologies and tools. • Ability to align service design within the wider public sector landscape. • Experience in leading cross-functional teams with diverse skill sets. • Proven ability to engage and manage stakeholders at all levels. With the ability to engage and communicate with senior leaders, functional leaders and SMEs in stakeholder organisations, ensuring agreement in the delivery of key outputs • Strong communication and interpersonal skills. • Experience of working within central government and understanding its mechanics. • Experience of developing and delivering change management plans to realise benefits. • Experience of delivering change in a collaborative team using agile principles. • An understanding of business architecture and its connection with business analysis. • Ability to coach and upskill a team with regards to the scope of the contract. . • Experience working in a shared service environment

7. Reporting

7.1 The supplier will be expected to provide no later than 2 working days prior to the contract management meeting a monthly report for each SOW detailing:

- budget, expenditures, and any variances from the planned budget
- progress against SOW deliverables including RAG status
- benefits delivered and quality assurance processes
- upcoming SOW activity and milestones
- risks and issues including mitigation and proposed actions

7.2 Including reference to documents, presentations and/or reports that support delivery of the SOW deliverables (see specification clauses management information/reports and Contract management)

7.3 The reports will be discussed at the monthly contract management meetings.

7.4 In the eventuality of a delay in the delivery of a SOW due to operational reasons or poor performance the Buyer will have the right to request contract management meetings to be conducted more frequently such as on a weekly or fortnightly basis.

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8. Security And Confidentiality Requirements

8.1 The Tenderer must comply with GDPR Legislation and as per clause 18 and its sub clauses of the Call-Off term document.

9. Sub-contractors

9.1 The Supplier must have measures in place to manage any sub-contractors and ensure that their selection is conducted in an open and transparent manner.

9.2 All subcontractors' details including the proposed percentage of work they will provide as part of the requirement must be provided as part of the tender Submission

9.3 The Buyer will have the right to approve or refuse the use of Specific subcontractors if they fail the relevant due diligence checks or where the Buyer perceives a risk of Conflict of Interest.

10. Location

10.1 The primary work location for this opportunity required will be remote off-site work with some travel for onsite meetings to London, Swindon. Newport and Billingham. Tenderers should assume 80% offsite with 20% on site at any of the above locations. The Rate Card submitted will be inclusive of these expenses.

11. Invoicing/Payment

11.1 Payment method shall be BACS monthly in arrears and made on the supplier meeting the agreed Milestones or as stated otherwise in the Individual SOW.

11.2 All Invoices provided by the supplier must include:

- A Relevant Purchase Order
- The relevant SOW number
- The breakdown of individual Line item
- All Prices must be in Pound sterling

11.3 Invoices should be provided as an electronic PDF emailed to:

- [redacted]

11.4 The Buyer's invoice address is:

DSIT - Department for Science, Innovation and Technology

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Commercial
Service

c/o UK SBS
Queensway House
West Precinct
Billingham
TS23 2NF
United Kingdom

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Attachment 1 – Services Specification (Continued), Supplier's Tender Response to Requirements

Question SV1 – Social Value (5% - 2x A4 Page Limit, 1x A4 for plan)

[redacted]

[redacted]

[redacted]

Question SV2 – Social Value (5% - 2x A4 Page Limit, 1x A4 for plan)

[redacted]

[redacted]

[redacted]

Question TC1 – Staffing Model and Experience (20% - 5 A4 Page Limit)

[redacted]

[redacted]

[redacted]

Question TC2 – Shared Service Transformation Advisor and Assurance (21% - 3 A4 Page Limit)

[redacted]

[redacted]

[redacted]

Question TC3 – Service Design (20% - 3x A4 Page Limit)

[redacted]

Question TC4 – Transition Management (20% - 3x A4 Page Limit)

[redacted]

[redacted]

Question TC5 – Stakeholder Engagement (9% - 3x A4 Page Limit)

[redacted]

[redacted]

[redacted]

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Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

Please note that this Attachment 2 may be subject to change should that be deemed necessary by the Buyer to support each individual Statement of Work. The reference to "Relevant Authority" means the department or organisation name in the Statement of Work. For the avoidance of doubt, the Buyer to the Call-Off Contract is not a Data Controller unless the Statement of Work is specifically for the direct benefit of Department for Science, Innovation and Technology (as set out in the Definitions of the Call-Off Terms).

- The contact details of the Buyer's Data Protection Officer are: [redacted]
- The contact details of the Supplier's Data Protection Officer are: [redacted]
- The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
- Any such further instructions shall be incorporated into this Attachment 2.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller, and the Supplier is the Processor in accordance with Clause 18 of the Call-Off Terms.
Subject matter of the processing	The processing of names, email addresses, job titles and locations forming the business contact details of staff of both the Buyer and the Contractor will be necessary to deliver the services during the course of the Contract, and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Buyer and the Contractor involved in managing the Contract.
Duration of the processing	From the Effective Date of the Contract and until the Contract terminates.
Nature and purposes of the processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Buyer and the Contractor as necessary to deliver the services and to undertake contract and performance management across the Matrix Programme workstreams, to include internal stakeholders and as appropriate departmental teams, in the delivery of critical mobilisation and discovery activities. The Contract itself will include the names and business contact details of staff of both the Buyer and the Contractor involved in managing the Contract.

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Type of Personal Data being Processed	Names, email addresses, job titles and job locations.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers)
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	The Data will be retained for the duration of the Term of the Contract (and any extensions). Once the processing of data is complete at the end of the Contract, any data which is on the Supplier's systems will be destroyed.

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Attachment 3 – Transparency Reports

Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) Working Days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in this Schedule

Title	Content	Format	Frequency
Performance	Progress against agreed Milestones and any KPIs agreed. Mitigation Plan where targets have been missed	Excel	Monthly
SOW Charges	Invoices raised to date showing total charges and any charge in dispute / delayed	Excel	Monthly
Key Sub-Contractors	Name, Financial Risk Assessment (DnB or other), identify elements of delivery	Excel	Quarterly
Social Value	Progress against Social Value commitments	Written Report with targets and achievements in the period concerned	Quarterly

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

ALTERNATIVE CLAUSES

Scots Law – NOT USED
Northern Ireland Law – NOT USED

ADDITIONAL SCHEDULES

S1 Business Continuity and Disaster Recovery – NOT USED
S2 Continuous Improvement – AS SET OUT BELOW
S3 Supply Chain Visibility – NOT USED

Unless there is a clear adjustment to an existing provision of the Contract, new definitions for the Schedule (Definitions) of the Call-Off Terms will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after the Schedule (Definitions) of the Call-Off Terms.

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NOTE S1 BUSINESS CONTINUITY AND DISASTER RECOVERY, AND S3 SUPPLY CHAIN VISIBILITY – NOT USED

S2 CONTINUOUS IMPROVEMENT

1. Supplier's Obligations

1.1 In addition to the Supplier's general obligations as to continuous improvement in relation to the Services under Clauses 5.11 and 5.12 of this Contract, 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:

1.1.1 identifying the emergence of relevant new and evolving technologies;

1.1.2 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);

1.1.3 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

1.1.4 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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

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required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.:

1.6.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and

1.6.2 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.

1.7 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 the Supplier's general obligations as to continuous improvement in relation to the Services under Clauses 5.11 and 5.12 of this Contract, 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:.

1.8 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.

1.9 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.

1.10 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.

FRAMEWORK SCHEDULE 4 – ANNEX 2

RM6100 TECHNOLOGY SERVICES 3

LOT 1 CALL OFF TERMS

TABLE OF CONTENTS

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 (including Attachments);

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. WARRANTIES AND REPRESENTATIONS

3.1 The Supplier warrants and represents that:

3.1.1 it has full capacity and authority to enter into and to perform this Contract and this Contract is executed by its authorised representative;

3.1.2 it is a legally valid and existing organisation incorporated in the place it was formed;

3.1.3 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;

3.1.4 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;

3.1.5 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;

3.1.6 it is not impacted by an Insolvency Event; and

3.1.7 all statements made and documents submitted by the Supplier as part of the procurement of the Services and Deliverables under this Contract are true and accurate.

4. CONTRACT PERIOD

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 continue until expiry of the Contract Period as specified in the Order Form.

5. PROVISION AND RECEIPT OF THE SERVICES AND DELIVERABLES

5.1 The Supplier shall ensure the Services and Deliverables comply with the Services Specification set out or referred to in the Order Form.

5.2 The Supplier shall perform the Services and provide the Deliverables:

5.2.1 in accordance with all applicable Laws;

5.2.2 using Good Industry Practice; and

5.2.3 in accordance with any milestones, dates and/or timescales specified in the Order Form for such performance or provision or, in the absence of such dates or timescales, in a prompt and timely manner.

5.3 In its performance of its obligations under this Contract (including provision of the Services and Deliverables) the Supplier shall at all times comply with the applicable provisions of the Framework and this Contract including the Schedules.

5.4 The Supplier shall take reasonable steps to ensure that the in the performance of its obligations under this Contract (including provision of the Services and Deliverables) it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.

5.5 The Supplier shall be responsible, at its own cost, for the provision of all the Supplier Equipment and any other items necessary for the provision of the Services and Deliverables.

5.6 The Supplier shall provide the Services at the Sites.

5.7 In its receipt of the Services and use of the Deliverables the Buyer shall at all times comply with the provisions of this Contract.

5.8 In their dealings under this Contract the Parties shall at all times behave and act reasonably and in good faith towards each other.

5.9 In providing the Services and the Deliverables, the Supplier shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Buyer.

5.10 All Deliverables provided by the Supplier under this Contract shall be deemed to be completed once written notification has been received by the Supplier from the Buyer confirming that such Deliverables are accepted.

5.11 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.

5.12 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.

6. SUPPLIER PERSONNEL

Supplier Personnel

6.1 The Supplier shall ensure that all Supplier Personnel involved in the performance of this Contract:

6.1.1 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;

6.1.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and Standards; and

6.1.3 comply with any reasonable instructions issued by the Buyer from time to time.

6.2 The Supplier shall:

6.2.1 provide a list of the names of all Supplier Personnel requiring admission to the Buyer's Premises, specifying why they require admission and giving such other particulars as the Buyer may reasonably require;

6.2.2 where requested by the Buyer, replace any Supplier Personnel whose acts or omissions have caused the Supplier to breach Clause 28;

6.2.3 procure that the Supplier Personnel shall vacate the Buyer Premises immediately on completion of the Services or termination or expiry of this Contract (whichever is the earlier);

6.2.4 be liable at all time for all acts or omissions of the Supplier Personnel, so that any act or omission of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier; and

6.2.5 indemnify the Buyer against all claims brought by any person employed by them arising from any act or omission of the Supplier and/or any Supplier Personnel.

6.3 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may, by giving written notice to the Supplier:

6.3.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or

6.3.2 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,

and the Supplier shall comply with any such notice.

Key Supplier Personnel

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

6.5 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.

6.6 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel unless:

6.6.1 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);

6.6.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

6.6.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.

6.7 The Supplier shall:

6.7.1 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);

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

6.7.3 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;

6.7.4 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

6.7.5 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.

6.8 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.

7. 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.

8. BUYER PREMISES

8.1 If specified in the Order Form, the Buyer shall provide the Supplier with reasonable access at reasonable times to the Buyer Premises for the purpose of supplying the Services. All Supplier Equipment, tools and/or vehicles brought onto the Buyer's Premises by the Supplier and/or the Supplier Personnel shall be at the Supplier's risk.

8.2 If the Supplier supplies all or any of the Services at or from the Buyer Premises, on completion of the Services or termination or expiry of this Contract (whichever is the earlier) the Supplier shall vacate the Buyer Premises, remove the Supplier Equipment and leave the Buyer Premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Buyer Premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.

8.3 The Buyer shall be responsible for maintaining the security of the Buyer Premises. While on the Buyer Premises the Supplier shall, and shall procure that all Supplier Personnel shall, comply with:

8.3.1 all reasonable conduct requirements of the Buyer;

8.3.2 the Buyer's current health and safety and environmental policies as provided in advance to the Supplier; and

8.3.3 the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

9. BUYER PROPERTY

9.1 Without prejudice to Clause 5.5, any Buyer Property provided by the Buyer for the purposes of this Contract shall remain the property of the Buyer and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out their obligations under this Contract. Such Buyer Property shall be returned promptly to the Buyer on expiry or termination of this Contract.

9.2 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the provision of the Services, in accordance with the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

9.3 The Supplier shall be liable to the Buyer for all loss of or damage to the Buyer Property (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Buyer Property supplied by the Buyer shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Buyer is notified otherwise in writing within five (5) Working Days of receipt of such Buyer Property.

10. CHARGES, PAYMENT AND INVOICING

10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services and Deliverables, the Buyer shall pay the undisputed Charges.

10.2 The Charges for Services and Deliverables payable by the Buyer during the Contract Period shall be calculated using the relevant pricing information, payment profile, invoicing frequency, invoicing information and payment method set out or referred to in the Order Form and Framework Schedule 3 (Framework Prices and Charging Structure) as these apply to the relevant Services and Deliverables. Where Charges are expressed in the Order Form to be payable based on milestones, the Supplier shall only be entitled to invoice the Buyer upon receipt of the Buyer's written confirmation that the relevant milestone has been achieved.

10.3 The Supplier shall invoice the Charges to the Buyer in accordance with this Clause 10 and the Order Form and the Buyer shall pay all sums properly due and payable to the Supplier within thirty (30) days of receipt of a valid invoice using the payment method specified in the Order Form. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

10.4 Where the Supplier enters into a Sub-Contract wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract the Supplier shall pay any undisputed sums which are due from the Supplier to the relevant Sub-Contractor, under that Sub-Contract within thirty (30) days from the receipt of a valid invoice. If the Supplier fails to comply with this Clause 10.4, the Buyer may publish the details of the late payment or non-payment.

10.5 Unless otherwise agreed in the Order Form, the Charges include all costs and expenses relating to the Services and Deliverables and no further amounts shall be payable by the Buyer to the Supplier in respect of such Services and Deliverables.

10.6 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate (with visibility of the amount as a separate line item) as applicable and paid by the Buyer following delivery of a valid invoice.

10.7 The Buyer may retain or set off any amount owed to it by the Supplier (including any Buyer's Existing Entitlement) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.

10.8 If the Buyer wishes to exercise its right pursuant to Clause 10.7 it shall give notice to the Supplier, setting out the Buyer's reasons for retaining or setting off the relevant Charges.

11. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

11.1 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:

11.1.1 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

11.1.2 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.

11.2 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 11.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:

11.2.1 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 11.1, 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;

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

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

(b) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 11.1 or confirms that the Worker is not complying with those requirements;

11.2.3 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.

12. LIABILITIES

12.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.

12.2 Neither Party is liable to the other for:

12.2.1 any indirect Losses; or

12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 Notwithstanding Clauses 12.1 and 12.2, neither Party limits or excludes:

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

12.3.3 any liability that cannot be excluded or limited by Law; or

12.3.4 in respect of the Supplier only, its liability pursuant to the indemnities in Clauses 6.2.5, 11.1.2 and 13.7.

12.4 Notwithstanding Clause 12.1 but subject to Clause 12.2, the Supplier's liability in respect of Losses arising from a breach of the Data Protection Legislation that is caused by the Supplier's Default shall in no event exceed in aggregate ten million pounds (£10,000,000).

12.5 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including any indemnities.

12.6 When calculating the Supplier's liability under Clause 12.1 any items specified in Clause 12.4 will not be taken into consideration.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Neither Party shall acquire any right, title or interest in or to the Existing IPR of the other Party or its licensors. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

13.2 The Supplier grants to the Buyer a royalty-free, non-exclusive, perpetual, irrevocable, transferable licence to use and sub-licence the Supplier's Existing IPR for any purpose relating to the Services and/or receipt and use of the Deliverables or for any purpose relating to the exercise of the Buyer's business or function.

13.3 Any New IPR shall vest in the Buyer. The Supplier assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPR. The assignment under this Clause 13.3 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPR and the Supplier shall promptly execute all such assignments as are required to ensure that any rights in the New IPR are properly transferred to the Buyer.

13.4 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer's Existing IPR and New IPR solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

13.4.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause 22 (Confidentiality); and

13.4.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

13.5 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.

13.6 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.

13.7 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

13.8 If an IPR Claim is made, or the Supplier anticipates than an IPR Claim might be made, the Supplier must, at its own expense and the Buyer's sole option, either:

13.8.1 obtain for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or

13.8.2 replace or modify the relevant item which is subject to the IPR Claim with non-infringing substitutes without adversely affecting the functionality or performance of such item.

14. PUBLICITY AND BRANDING

14.1 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).

14.2 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.

15. SECURITY REQUIREMENTS

15.1 The Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

15.2 Without prejudice to Clause 15.1, where the Supplier (and any Supplier Personnel) have access to the Buyer System then the Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's enhanced security requirements (which may include compliance with the Buyer's ICT policy) set out in the Order Form (if any).

15.3 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:

15.3.1 (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

15.3.2 a number of UK national security cleared personnel prior to the Commencement Date.

15.4 If the Supplier fails to comply with Clause 15.3 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 19.2.

16. RECORDS AND AUDIT

16.1 The Supplier will maintain full and accurate records, documents and accounts, using Good Industry Practice and generally accepted accounting principles, of the:

16.1.1 operation of this Contract and the Services and/or Deliverables provided under it (including any Sub-Contracts); and

16.1.2 amounts paid by the Buyer under this Contract.

16.2 The Supplier's records and accounts will be kept until the latest of the following dates:

16.2.1 7 years after the date of termination or expiry of this Contract; or

16.2.2 another date agreed between the Parties.

16.3 The Supplier will allow representatives of the Buyer, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, account information and Supplier premises as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to:

16.3.1 verify that the Supplier is complying with the terms of this Contract, including the accuracy of the Charges;

16.3.2 inspect the integrity, confidentiality and security of Personal Data;

16.3.3 review and verify any books of accounts kept by the Supplier in connection with the provision of the Services and Deliverables only for the purposes of auditing the Charges under this Contract;

16.3.4 review and verify any other aspect of the delivery of the Services and provision of the Deliverables including to review compliance with any Law; and

16.3.5 review any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records.

16.4 Subject to any confidentiality obligations, the Supplier will provide all audit information within scope and give auditors access to Supplier Personnel and in each case without undue delay.

16.5 The Buyer will use reasonable endeavours to ensure that any audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of audits carried out by the auditors is outside of the Buyer's control.

16.6 Each Party is responsible for its own costs incurred in respect of its compliance with the audit obligations in this Clause 16, save that the Supplier will reimburse the Buyer its reasonable audit costs if the audit reveals a material Default.

17. INSURANCE

17.1 Without limitation to the generality of Clause 17.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.

17.2 Notwithstanding the benefit to the Buyer of the policy or polices 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.

18. PROTECTION OF PERSONAL DATA

18.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor unless otherwise specified in the Schedule of Processing, Personal Data and Data Subjects. The only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Buyer and may not be determined by the Supplier.

18.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.

18.3 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Buyer, include:

18.3.1 a systematic description of the envisaged processing operations and the purpose of the Processing;

18.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

18.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

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

18.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

18.4.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before Processing the Personal Data unless prohibited by Law;

18.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Buyer may reasonably reject (but failure to reject shall not amount to approval by the Buyer 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;

18.4.3 ensure that:

(a) the Supplier 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 Supplier 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;

(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

18.4.4 not transfer Personal Data outside to a Restricted Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:

(a) the Buyer or the Supplier 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 Supplier 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 Buyer in meeting its obligations);

(d) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer 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 18.4.4, the Supplier shall, when requested by the Buyer, promptly enter into

an agreement with the Buyer including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Buyer might require which terms shall, in the event of any conflict, take precedence over those in this Clause 18, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Buyer with respect to the transfer of the Personal Data; and

18.4.5 at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.

18.5 Subject to Clause 18.5, the Supplier shall notify the Buyer immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

18.5.1 receives a Data Subject Request (or purported Data Subject Request);

18.5.2 receives a request to rectify, block or erase any Personal Data;

18.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or

18.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

18.5.5 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

18.5.6 becomes aware of a Data Loss Event.

18.6 The Supplier’s obligation to notify under Clause 18.5 shall include the provision of further information to the Buyer in phases, as details become available.

18.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 18.5 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:

18.7.1 the Buyer with full details and copies of the complaint, communication or request;

18.7.2 such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

18.7.3 the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;

18.7.4 assistance as requested by the Buyer following any Data Loss Event; and

18.7.5 assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.

18.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 18.

18.9 The Supplier shall allow for audits of its Processing activity by the Buyer or the Buyer's designated auditor or representative.

18.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

18.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:

18.11.1 notify the Buyer in writing of the intended Sub-processor and processing;

18.11.2 obtain the written consent of the Buyer;

18.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 18 such that they apply to the Sub-processor; and

18.11.4 provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.

18.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

18.13 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).

18.14 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.

19. TERMINATION AND EXPIRY

Buyer Termination Rights

19.1 The Buyer may terminate this Contract without reason at any time by issuing a written notice to the Supplier giving at least thirty (30) Working Days written notice unless a different period is specified in the Order Form.

19.2 The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:

19.2.1 the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy; and/or

19.2.2 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 within fifteen (15) Working Days of being notified in writing to do so.

19.3 For the purpose of Clause 19.2, 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.

19.4 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.

Supplier Termination Rights

19.5 The Supplier can 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.

19.6 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).

Partial Termination and Suspension

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

19.8 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose. The Parties must agree any necessary variation required by Clause 19.7 in accordance with Clause 32.1, but the Supplier may not either:

19.8.1 reject the variation;

19.8.2 increase the Charges, except where the right to partial termination is under Clause 19.1.

19.9 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 19.7.

20. CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT

20.1 Even if a notice has been served to terminate this Contract, unless otherwise notified by the Buyer, the Supplier must continue to provide the Services and Deliverables until the dates set out in the notice and as necessary to comply with this Clause 20.

20.2 Expiry or termination of this Contract will not affect:

20.2.1 any rights, remedies or obligations accrued before its termination or expiry (as applicable); and

20.2.2 the right of either Party to recover any amount outstanding at the time of termination or expiry (as applicable).

20.3 Upon termination or expiry of this Contract:

20.3.1 the rights and obligations of the Parties under this Contract will cease, except those continuing provisions identified in Clause 20.4;

20.3.2 the Buyer will pay any outstanding Charges properly due to the Supplier;

20.3.3 the Supplier will:

(a) promptly return all Buyer Property in the possession, custody or control of the Supplier or the Supplier Personnel to the Buyer;

(b) at no additional cost, promptly deliver all Deliverables (whether or not then complete) to the Buyer in accordance with any reasonable instructions given by the Buyer;

(c) where the Buyer terminations this Contract under Clause 19.2, at no additional cost, co-operate fully in the handover (if any) and re-procurement (including to a replacement supplier);

(d) within 10 Working Days of the termination or expiry date, return to the Buyer on a pro rata basis any sums paid in advance for Services and/or Deliverables due to be provided by the Supplier under this Contract for any period post the termination or expiry date (as applicable);

20.3.4 each Party will promptly either:

(a) return all copies of the other's Confidential Information in such Party's custody, possession or control unless there is a legal requirement to keep it or this Contract states otherwise; or

(b) (where the other Party has given its prior written consent to its destruction) destroy the other Party's Confidential Information and confirm its destruction to the reasonable satisfaction of the other Party.

20.4 The following Clauses survive the termination or expiry of this Contract: Clause 12 (Liabilities), Clause 13 (Intellectual Property Rights), Clause 16 (Records and Audit), Clause 18 (Protection of Personal Data), Clause 20 (Consequences of Termination and Expiry and Exit Management), Clause 23 (Confidentiality), Clauses 24.4 - 24.6 (FOIA), Clause 26 (Invalidity), Clause 35 (Entire Agreement and Third Party Rights), Clause 37 (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue.

21. APPOINTMENT OF SUB-CONTRACTORS

21.1 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:

21.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and

21.1.2 comply with its obligations under this Contract in the delivery of the Services and provision of the Deliverables.

21.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:

21.2.1 the proposed Sub-Contractor's name, registered office and company registration number;

21.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and

21.2.3 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.

21.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2, the Supplier shall also provide:

21.3.1 a copy of the proposed Sub-Contract; and

21.3.2 any further information reasonably requested by the Buyer.

21.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2 (or, if later, receipt of any further information requested pursuant to Clause 21.3), object to the appointment of the relevant Sub-Contractor if it considers that:

21.4.1 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;

21.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

21.4.3 the proposed Sub-Contractor employs unfit persons;

in which case, the Supplier shall not proceed with the proposed appointment.

21.5 If:

21.5.1 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 21.2; and

(b) any further information requested by the Buyer pursuant to Clause 21.3; and

21.5.2 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 22 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment.

21.6 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.

22. APPOINTMENT OF KEY SUB-CONTRACTORS

22.1 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.

22.2 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:

22.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

22.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

22.2.3 the proposed Key Sub-Contractor employs unfit persons.

22.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

22.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;

22.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

22.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

22.3.4 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;

22.3.5 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 18 (Data Protection);

(b) the FOIA requirements set out in Clause 24 (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 16 (Records and Audit);

22.3.6 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 19 and 20 of this Contract; and

22.3.7 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.

23. CONFIDENTIALITY

23.1 For the purposes of this Clause 23, 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.

23.2 Except to the extent set out in this Clause 23 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:

23.2.1 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

23.2.2 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;

23.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and

23.2.4 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.

23.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

23.3.1 the Recipient is required to disclose the Confidential Information by Law;

23.3.2 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;

23.3.3 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.

23.4 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.

23.5 Subject to Clauses 23.2 and 23.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:

23.5.1 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

23.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.

23.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 23, 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.

23.7 The Buyer may disclose the Confidential Information of the Supplier:

23.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;

23.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

23.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

23.7.4 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;

23.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or

23.7.6 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 23.

23.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause 23, the Buyer reserves the right to terminate this Contract for material Default.

23.9 Transparency Information is not Confidential Information.

24. TRANSPARENCY AND FOIA

Transparency

24.1 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) months of the Commencement Date the Supplier shall submit to the Buyer for approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Attachment 3 of the Order Form.

24.2 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

24.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 3 of the Order Form.

FOIA

24.4 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

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

24.5.1 publish the Transparency Information;

24.5.2 comply with any Freedom of Information Act (FOIA) request; and

24.5.3 comply with any Environmental Information Regulations (EIR) request.

24.6 The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause 24. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

25. WAIVER

25.1 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.

25.2 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.

26. INVALIDITY

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

27. RELATIONSHIP OF THE PARTIES

27.1 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.

28. PREVENTING FRAUD BRIBERY AND CORRUPTION

28.1 The Supplier must not during the Contract Period:

28.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor

28.1.2 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.

28.2 The Supplier must during the Contract Period:

28.2.1 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;

28.2.2 keep full records to show it has complied with its obligations under this Clause 28 and give copies to the Buyer on request; and

28.2.3 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 28, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.

28.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 28.1 and 28.2 or has any reason to think that it, or any of the Supplier Personnel, has either:

28.3.1 been investigated or prosecuted for an alleged Prohibited Act;

28.3.2 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;

28.3.3 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

28.3.4 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.

28.4 If the Supplier notifies the Buyer as required by Clause 28.3, 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.

28.5 In any notice the Supplier gives under Clause 28.4 it must specify the:

28.5.1 Prohibited Act;

28.5.2 identity of the Party who it thinks has committed the Prohibited Act; and

28.5.3 action it has decided to take.

29. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

29.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:

29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

29.2 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.

30. **CORPORATE SOCIAL RESPONSIBILITY**

Supplier Code of Conduct

30.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

30.2 The Buyer that the Supplier and its Sub-Contractors will:

30.2.1 meet the standards set out in that Code;

30.2.2 comply with the standards set out in this Clause 30; and

30.2.3 comply with any such additional corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

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

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

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

Modern Slavery, Child Labour and Inhumane Treatment

30.4 The Supplier:

30.4.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;

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

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

30.4.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;

30.4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;

30.4.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;

30.4.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;

30.4.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause 30.4;

30.4.9 shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;

30.4.10 shall not use or allow child or slave labour to be used by its Sub-Contractors;

30.4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

Income Security

30.5 The Supplier shall:

30.5.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

30.5.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

30.5.3 ensure that all workers shall be provided with written and understandable information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

30.5.4 not make deductions from wages:

(a) as a disciplinary measure;

(b) except where permitted by law; or

(c) without expressed permission of the worker concerned;

30.5.5 record all disciplinary measures taken against Supplier Personnel; and

30.5.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

Working Hours

30.6 The Supplier shall:

30.6.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;

30.6.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

30.6.3 ensure that use of overtime used responsibly, taking into account:

(a) the extent;

(b) frequency; and

(c) hours worked;

by individuals and by the Supplier Personnel as a whole;

30.7 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Clause 30.8 below.

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

30.8.1 this is allowed by national law;

30.8.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

30.8.3 appropriate safeguards are taken to protect the workers' health and safety; and

30.8.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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

Sustainability

30.10 The Supplier shall meet the applicable Government Buying Standards applicable to the Services which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs.

31. ASSIGNMENT

31.1 The Supplier cannot assign this Contract without the Buyer's written consent.

31.2 The Buyer can assign, novate or transfer this Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

32. VARIATION

32.1 Either Party may request a variation 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. Such a change will only be effective if agreed in writing and signed by both Parties.

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

33. FORCE MAJEURE

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

33.1.1 provides a Force Majeure Notice to the other Party;

33.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

33.2 Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

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 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.

33.4 Where a Party terminates under Clause 33.2:

33.4.1 each party must cover its own Losses; and

33.4.2 Clauses 20.2, 20.3, 20.4 and 18.4.5 shall apply.

34. NOTICES

34.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day.

Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

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

34.3 This Clause 33 does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

35. ENTIRE AGREEMENT AND THIRD PARTY RIGHTS

35.1 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. 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. Nothing in this Clause 35.1 shall exclude any liability in respect of misrepresentations made fraudulently.

35.2 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.

36. CONFLICTS OF INTEREST

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

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

36.3 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.

37. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

37.1 This Contract and any Disputes shall be governed by and construed in accordance with the laws of England and Wales.

37.2 In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute.

37.3 If after (20) Working Days of escalation under Clause 37.2 the Dispute remains unresolved the Parties may decide to settle it by mediation using the CEDR Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved pursuant to Clause 37.4.

37.4 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

37.4.1 determine the Dispute;

37.4.2 grant interim remedies; and

37.4.3 grant any other provisional or protective relief.

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.

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
Attachment	means an attachment to the Order Form
BCDR Plan	means the plan prepared pursuant to Paragraph 2.1 of Schedule S1 (Business Continuity and Disaster Recovery) where used as indicated in the Order Form, as may be amended from time to time
Buyer	means the organisation eligible to use the Framework as specified 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 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 Property	means the property, other than real property and IPR, including the Buyer System issued or made available to the Supplier by the buyer in connection with this Contract as set out or referred to in the Order Form
Buyer System	means the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or in respect of which access may be granted to the Supplier to provide the Services
Call-Off Terms	means these terms and conditions
CCS	means Crown Commercial Service, the authority to the Framework
Central Government Body	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: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency
Charges	means the charges payable to the Supplier by the Buyer under this Contract in respect of the Services, calculated in accordance with this Contract (including Framework Schedule 3 (Framework Prices and Charging Structure)) and as set out or referred to in the Order Form
Commencement Date	means the date specified as such in the Order Form

Commercially Sensitive Information	the Confidential Information listed in the Framework or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
Confidential Information	means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which: (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (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; (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 (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: a) the Order Form; and b) the Call-Off Terms
Contract Period	means the duration of this Contract as specified in the Order Form
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
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
Deliverables	means any item or feature in the supply of Services delivered or to be delivered by the Supplier to the Buyer in accordance with this Contract as specified in the Order Form
Dispute	means any claim, dispute or difference arises out of or in connection with this Contract (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts
DPA 2018	means the Data Protection Act 2018
EIR	the Environmental Information Regulations 2004
Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Existing IPR	means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise)
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	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations (except those events, occurrences, circumstances, matters or causes which are attributable to any wilful act, neglect or failure to take reasonable preventative action by the relevant Party) arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or

	materially delay the Affected Party from performing its obligations under this Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds
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)
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
Insolvency Event	means, in respect of the Supplier: 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 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 i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction
Intellectual Property Rights or IPR	means: 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; 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 c) all other rights having equivalent or similar effect in any country or jurisdiction
IPR Claim	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, 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 in the fulfilment of its obligations under this Contract
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor
Key Sub-Contractor	means any Sub-Contractor: a) listed as such in the Order Form; b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services and/or Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract.
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)
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
Modern Slavery Helpline	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700
New IPR	means: a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR
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
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the "**Parties**")
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
Prohibited Acts	means: 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: 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: 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
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 including those set out or referred to in the Security Policy
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
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
Reminder Notice	means a notice sent in accordance with Clause 19.5 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
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 2 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
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: 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
Standards	means any standards set out or referred to in these Call-Off Terms, 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 Equipment	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract
Supplier Personnel	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
Transparency Information	means the Transparency Reports (including 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 specified in the Framework) and 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
Transparency Reports	means the information relating to the Services and/or Deliverables and performance of this Contract which the Supplier is required to provide to the Buyer

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
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994

2. In addition to Clause 1 of Schedule 1 and in accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below. In the event of any conflict between the meaning and expressions given in this table below and the table above, this table below shall have precedence.

Acceptance Criteria	means the acceptance criteria relating to a particular Deliverable, and by reference to which it shall be determined whether the relevant Deliverable has been delivered or is accepted. The Acceptance Criteria shall include requirements that the Deliverable meets the Authority's standards.
Blueprint	is a core programmatic product providing the framework, analytical evidence and an actionable plan for departmental transformation and change programmes, the organisational design for retained functions and the transformation or procurement of a service provider for all departments.
Further Competition	means the Further Competition pack relating to the Procurement Process, including these Instructions to Tenderers, any Associated Documents and the various documents annexed to or referred to in these Instructions to Tenderers
HR	means the Human Resource functions across all departments in the Matrix Programme
Matrix Programme (Matrix)	a cluster of nine departments delivering the Shared Service Strategy including; • Cabinet Office (CO) • Department for Culture, Media & Sport (DCMS) • Department for Science, Innovation & Technology (AUTHORITY) • Department for Business & Trade (DBT) • Department for Energy, Security & Net Zero (DESNZ) • His Majesty's Treasury (HMT) • Department for Education (DfE) • Department of Health & Social Care (DHSC) • Attorney General's Office (AGO)
Milestone	means a significant stage or event in the Implementation Plan
Operating Model	is the model which outlines how value shall be created and delivered operationally in alignment with the Shared Service Strategy
Process Excellence Framework	The completed framework which makes the processes more efficient and effective through design, testing, delivering a consistent, positive outcome with minimal variation.

Process Leadership Framework	The framework which defines the leadership approach for each process area and defines how shall the process be kept to a standard of excellence and led.
Programme Business Case	provides the necessary Information in a format that shall enable the authority and any public sector partners to assess the scope of the project and any investments in service improvement.
Relevant Authority	Relevant Authority means the department or organisation named in the Statement of Work. For the avoidance of doubt, the Authority to the Call-Off Contract is not a Data Controller unless the Statement of Work is specifically for the direct benefit of Department for Science, Innovation and Technology.

FRAMEWORK SCHEDULE 4 – ANNEX 3

ALTERNATIVE CLAUSES AND ADDITIONAL SCHEDULES FOR LOT 1

ALTERNATIVE CLAUSES

Scots Law – NOT USED
Northern Ireland Law – NOT USED

ADDITIONAL SCHEDULES

S1 Business Continuity and Disaster Recovery – NOT USED
S2 Continuous Improvement
S3 Supply Chain Visibility – NOT USED

Unless there is a clear adjustment to an existing provision of the Contract, new definitions for the Schedule (Definitions) of the Call-Off Terms will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after the Schedule (Definitions) of the Call-Off Terms.

NOTE S1 BUSINESS CONTINUITY AND DISASTER RECOVERY AND S3 SUPPLY CHAIN VISIBILITY – NOT USED

S2 CONTINUOUS IMPROVEMENT

1. Supplier's Obligations

1.1 In addition to the Supplier's general obligations as to continuous improvement in relation to the Services under Clauses 5.11 and 5.12 of this Contract, 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:

1.1.1 identifying the emergence of relevant new and evolving technologies;

1.1.2 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);

1.1.3 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

1.1.4 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.:

1.6.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and

1.6.2 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.

1.7 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 the Supplier's general obligations as to continuous improvement in relation to the Services under Clauses 5.11 and 5.12 of this Contract, 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:.

1.8 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.

1.9 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.

1.10 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.