

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **Con_26040 – Data Testing Services**

THE BUYER: The Department for Education

BUYER ADDRESS: Sanctuary Buildings,
Great Smith Street,
London,
SW1P 3BT

THE SUPPLIER: Qualitest Group UK Ltd

SUPPLIER ADDRESS: Equitable House, 47 King William Street, London, England, EC4R 9AF

REGISTRATION NUMBER: **04394772**

DUNS NUMBER: **42-407-1319**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 10th March 2025.

It's issued under the DPS Contract with the reference number RM6148 for the provision of Quality Assurance & Testing for IT Systems 2.

The Parties intend that this Order Contract will not, except for the first Statement of Work which shall be executed at the same time that the Order Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Order Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this DPS Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

DPS FILTER CATEGORY(IES):

Lot 1: QA & Testing Specialist

Lot 2: QA & Dev-Ops

Lot 3: Load & Performance Testing

Lot 4: QA & Testing
Lot 8: Accessibility QA and Testing
Lot 9: Security QA and Testing

Location: West Midlands; North West; Yorkshire and Humber; Greater London; South West
Security: BPSS
Scalability: 11-25; 26-99

ORDER INCORPORATED TERMS

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

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

- Joint Schedules for RM6148
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - [Joint Schedule 6 (Key Subcontractors)
 - [Joint Schedule 8 (Guarantee) – **NOT USED**

 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Order Schedules for RM6148
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) excluding Annexes A & B thereto
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security) Buyer Specific Terms
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 17 (MOD Terms) **-NOT USED**
 - Order Schedule 18 (Background Checks)
 - Order Schedule 19 (Scottish Law) **-NOT USED**
 - Order Schedule 20 (Order Specification)
 - Order Schedule 21 (Northern Ireland Law) **-NOT USED**
 - Order Schedule 22 (Secret Matters)
 - Order Schedule 23 (Collaboration Agreement) **-NOT USED**

4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6148
6. Annexes A & B to Order Schedule 6

7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Term 1

The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Order Contract, is entirely at the Buyer's sole discretion. The Supplier shall be required to undertake annual periodic checks during the Order Contract Period of its Staff, in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to DPS Schedule 6 (Order Form Template, Statement of Work Template and Order Schedules) 5 provide Services under the Order Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent) or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Order Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision. Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information in relation to the Order Contract, or for any other reason, the Supplier shall promptly and diligently replace any individual identified.

Special Term 2

Some work may be UK wide, and travel may be required to other DfE offices. When travel to other DfE sites is required, all costs incurred must comply with the prevailing DfE Travel and Subsistence policy. Parking is not available on DfE sites. Should base location vary, it will be outlined and agreed upon the individual statements of work.

Special Term 3

The latest start date will be outlined in each individual statement of work. Except for in exceptional circumstances, and as agreed with the buyer.

Special Term 4

Service provider resources must work within the United Kingdom unless agreed by the Department on an individual basis. Buyer equipment must not be taken abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Buyer on an individual basis.

Special Term 5

The Buyer's standard approach to pricing mechanism will be 'Capped Time and Materials' (CTM) however we reserve the right to use any of the other approaches as listed in the call-off charges section.

Special Term 6

Standard Framework and Call Off Terms and Conditions will apply Suppliers must agree to all Buyer security clearance policies and processes. Suppliers must comply with the Regulation (GDPR) Regulation May 2018; the (DPA) Act 2018, the Law Enforcement Directive and any subsequent amendments/changes to date including providing sufficient guarantees to meet the requirements of GDPR in line with Procurement Policy Note (PPN) 02/18 May 2018 which updates PPN 03/17 All Project-Specific IPRs (as defined) and the Deliverables shall vest in the Buyer unconditionally and immediately upon their creation.

Special Term 7

Non-Solicitation Clause:

7.1 The Supplier shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice or induce, or endeavour to solicit, entice or induce, any employees of the Buyer who are employed or engaged in the performance of the Services with a view to employing or engaging the employee of the Buyer during the Call-Off Contract Period and for a period of [9 months] thereafter.

7.2. Notwithstanding clause 7.1 the Supplier may employ or engage any employees of the Buyer which have responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the Supplier or via an advertisement placed publicly by the Supplier (either in the press, social media, online or in trade and industry publications).

Special Term 8

To provide flexibility and continuity of delivery due to ongoing capacity difficulties in the DDaT marketplace the specification will have the capacity to be amended to include any Testing services across DfE programmes and projects as required.

The Buyer may subject to agreement with the Supplier award Statements of Work for Testing requirements across DfE programmes where:-

- The supplier that has those programmes defined in its contract as its Initial Scope or specification is not able to deliver on related SOWs;
- the Buyer de-scopes the programme from the supplier that has those programmes as its Initial Scope;
- or as otherwise agreed between the Buyer and Supplier.

The Buyer shall apply the same pricing schedules, payment mechanisms, and KPI performance management regimes outlined in DPS Order Schedule 6 (Order Form) to any Contingent Scope SOWs as would apply to the Initial Scope.

ORDER START DATE:	10 th March 2025
ORDER EXPIRY DATE:	09 th March 2027
ORDER INITIAL PERIOD:	Two Years (24 Months)
ORDER INITIAL CONTRACT VALUE	£10,352,934.00 (ex VAT)

ORDER OPTIONAL EXTENSION
PERIOD & VALUE

Six Months and optional 25% value uplift -
£2,588,233.50 (ex VAT)

DELIVERABLES

Deliverables will be defined on a SOW by SOW basis. All deliverables will be defined at the SOW level, and there are no Call-Off Deliverables. Details on expected deliverables, which will be defined in individual SOWs, are set out in Order Schedule 20 (Order Specification).

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

ORDER CHARGES

Shall be agreed on a Statement of Work basis. Capped Time and Materials (CTM) shall be the default pricing mechanism. It is at the sole discretion of the Buyer to utilise the following pricing mechanism according to project demands:

1. Capped Time and Materials (CTM)
2. Incremental Fixed Price
3. Time and Materials (T&M)
4. Fixed Price
5. A combination of two or more of the above Charging Methods.

See details in Order Schedule 5 (Pricing Details) for further details.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Order Schedule 5 (Pricing Details) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES

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

PAYMENT TERMS

Monthly in arrears

PAYMENT METHOD

Invoice (including electronic invoice) details	The supplier will issue electronic invoices monthly in arrears. The buyer will make payment of the invoice within 30 days of the date of a valid invoice. Invalid invoices will be rejected in their entirety and the Buyer cannot make part-payment against an invalid invoice. An invalid invoice should be credited in full and
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	replaced in its entirety with a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to < [REDACTED] and will copy in the Contract Manager.</p> <p>All invoices must quote the valid Purchase Order Number relating to each Statement of Work to ensure prompt payment in accordance with terms.</p>
Invoice information required – e.g., PO, project ref, etc.	<p>A valid invoice will:</p> <ul style="list-style-type: none"> • be dated and have a unique invoice number; • quote a valid purchase order number; • include correct Supplier details; • specify the services supplied; • include the correct SOW reference. • be for the correct sum; • provide contact details for queries.
Invoice Frequency	Monthly in arrears

BUYER'S INVOICE ADDRESS:

Department for Education
Cheylesmore House,
Quinton Rd
Coventry
CV1 2WT

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

DfE's Environmental Principles and Policy is to fully comply with all legal duties including The Environment Act 2021 and the Environmental Principles duty within. The purpose of the [Environmental Principles Policy Statement \(EPPS\)](#) is to guide ministers, policymakers and departments towards opportunities to prevent environmental damage and to enhance environmental protection – even if the policy is not directly related to the environment. It is a legal obligation. The final EPPS was published on 31 January 2023. An implementation period of 9 months will allow DfE to prepare for the new duty. When the duty comes into force on 1 November 2023 it will apply to any policy made after this date, regardless of how long it's been in development.

BUYER'S SECURITY POLICY

As set out in Order Schedule 9 contained within this document.

BESPOKE ISMS REQUIRED

See security policy above

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

On the first Working Day of each calendar month.

KEY STAFF

To be agreed with Supplier as outlined in each individual Statement of Work to be called off under this contract.

KEY SUBCONTRACTOR(S)

None at contract commencement

COMMERCIALLY SENSITIVE INFORMATION

- Supplier proposal
- Statement of Work.
- Details of rate card and costings.
- Names of team members and other personal identifiable information.
- Any other defined at Joint Schedule 4

SERVICE CREDITS

Service Credits will not be accrued but Compensation for a Critical Service Level Failure has been included.

Compensation for a Critical Service Level Failure: 10% of the value of SOWs that occur within the Service Period.

The Service Period is: one Month

A Critical Service Level Failure is where the Supplier fails to improve performance following the approval of and in accordance with such an approved Rectification Plan to the satisfaction of the Buyer.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not required

SOCIAL VALUE COMMITMENT

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

STATEMENT OF WORKS

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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	██████████	Date:	██████████

Appendix 1 (Template Statement of Work)

Date SOW Submitted:	<i>[insert date SoW sent for initial Commercial assurance. To be completed by the Contract Manager.]</i>
SOW Reference:	<i>[‘Suppliername_Con_XXXXX_SoW0xx’ supplied by the Contract Manager]</i>
Maximum SOW Value:	<i>[insert agreed SOW value as per the Supplier’s response]</i>
Buyer:	Department for Education
Supplier:	<i>[insert supplier name]</i>
Team and Directorate:	<i>[insert name of team and directorate who are requesting services]</i>
DD/SRO:	<i>[insert name of DD and/or SRO for services being requested]</i>
Start Date:	<i>[insert the date you require services to commence in line with SoW process timescales and in collaboration with the CM and Supplier]</i>
End Date:	<i>[Insert the date you require services to end]</i>
Work Package Title:	<i>[insert name of your project/services required]</i>
Phase(s) of Development:	<i>[insert the phase(s) of your project, i.e. Discovery, Alpha, Private Beta, Public Beta, Live, multiples thereof or N/A]</i>
Location Required:	<p><i>[Delete/edit as appropriate]</i></p> <p>Suppliers’ premises or remote working or hybrid working.</p> <p>Where DfE office attendance is required, the primary location is [insert site] where we expect up to xx days per week attendance. The primary location will not incur expenses.</p> <p>Occasional travel may be required to [insert site/s] and other DfE offices. Occasional travel may be required to non DfE locations (for example schools).</p> <p>Overseas working is not permitted.</p>
IR35 Determination:	Inside IR35 (off-payroll working rules apply)

Outcome of IR35 Assessment:	<p>It is the responsibility of the Buyer to complete the HMRC IR35 assessment and embed the resulting pdf below. Failure to do so will result in this request being rejected. <i>(remove this paragraph before issuing to the Supplier)</i></p> <p>The 'off-payroll working rules (IR35) do not apply' <input type="checkbox"/></p> <p>The 'off-payroll working rules (IR35) apply' <input type="checkbox"/></p> <p>[please embed CEST outcome here]</p>
SOW Background and Objectives:	<p><i>[Briefly describe the scope of work required to be completed by the supplier based on current position of work. It may be appropriate to discuss work which has been done previously to inform the current requirements]</i></p>
Overview of Work Package Requirements:	<p><i>[Provide a high-level overview of what needs to be achieved in each specific area the SOW relates to, for the period which the call off covers. These should be clear descriptions so the supplier is aware of what should be achieved throughout the course of the call off. It should separate all workflows covered by the call-off so that different deliverables can be set against them for each SOW]</i></p>
Performance Standards:	<p>Completion of the work in this SOW must be in compliance with:</p> <p><i>[Delete or add as appropriate]</i></p> <ul style="list-style-type: none"> • GDS Service Standards • DFE Mock Alpha Assessment Standards • Information Security Standards and processes e.g., ITHCs, AtOs • Agile Methodology • GDPR compliance • Accessibility standards (WCAG 2.2 AA accessibility standard) • DfE Technical Standards • DDaT Capability Framework • Technology Code of Practice • Government Design System • Communities of Practice • Cyber Essentials • Cyber Essentials Plus <p>Further information on these standards is captured in section 3.7 within this document.</p>

<p>Accountability Model:</p> <p><i>Only for DSP contracts – remove if not applicable</i></p>	<p><i>[select one option and delete the others]:</i></p> <p>[Sole Responsibility]</p> <p>The supplier takes on board full responsibility to deliver the discrete Milestones identified. This is most closely aligned with the “outcomes” model under other frameworks. The supplier will be required to accept the full risk of delivery.</p> <p>[Self-Directed Team]</p> <p>The supplier provides discreet delivery teams to produce Deliverable Increments as you commission them. This model lends itself to Buyer-led agile development where the specific Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the supplier</p> <p>[Rainbow Team]</p> <p>The supplier (or possibly more than one supplier) provides a squad of individuals to work alongside your staff. In this model individuals, whilst managed at a high level by the supplier, may well be directed at an operational level by someone from another organisation.</p>
<p>Funding Team and Cost Centre:</p>	<p>[insert funding details]</p>
<p>Security Vetting Checks required</p>	<p>The level of clearance required for this SOW is <i>[Select and delete as appropriate]:</i></p> <ul style="list-style-type: none"> • BPSS • Enhanced DBS • SC • CTC • DV
<p>General Data Protection Regulation (GDPR) considerations for this engagement</p>	<p>Please see Annex 1 – Data Processing</p> <p><i>For each Statement of Work, Annex 1 – Data Processing is to be completed. Failure to do so will result in the request being rejected</i></p>

- 3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.
- 3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply

to any other SOWs executed, or to be executed, under this Call-Off Contract unless otherwise agreed by the Parties.

3.2 Deliverables, Acceptance Criteria & Milestones

- 3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

Work Package Deliverables				
[Deliverables are the services/outputs to be delivered during the call off SOW. Acceptance criteria are a specific and defined list of conditions which must have been met for a deliverable to be accepted by the Buyer]				
Ref	Deliverable [provide name/title of deliverable in bold and brief description of deliverable underneath in no more than 15 words]	Acceptance Criteria	Milestone Date	Deliverable Verification Owner [provide owner/title of authorising officer for verification of satisfactory completion of deliverable]
D01	[edit text and deliverable ref as appropriate]			
D0#				
End of Deliverables				

Charging Method(s):	<p>The charging method for this work package is:</p> <p><i>[Buyer to select as appropriate]</i></p> <ul style="list-style-type: none"> (1) Capped Time and Materials; (CTM) (2) Incremental Fixed Price; (3) Time and materials (T&M) (4) Fixed Price (5) A combination of two or more of the above Charging methods. <p>Invoiced monthly in [arrears/milestones – <i>select as appropriate</i>] based on agreed Deliverables.</p>				
Travel Expectations and Reimbursable Expenses:	<p>All expenses must be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety. Expenses must be agreed and approved by the DfE Buyer prior to any travel being committed to.</p> <p>Expenses will not be paid for travel to the primary location stated in the 'Location Required'.</p> <table border="1"> <tr> <td>Maximum Expenses</td><td>£XXX</td></tr> <tr> <td></td><td></td></tr> </table>	Maximum Expenses	£XXX		
Maximum Expenses	£XXX				
Overtime and on-call	<p>There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work.</p>				

3.3 Supplier Response

Delivery and Resource Plan:	<i>[Supplier to provide details of how they will deliver the services/fulfil the deliverables by the milestone dates/to the quality requested and the resource/skills that will be assigned to the tasks]</i>
Timing:	<i>[Supplier to confirm when they can commence the services and the proposed end date. To include start and end dates of any resource who will not be working fulltime on the services for the full SoW term]</i>

Sub-Contractors/Third Party Suppliers being used for the delivery of this SoW:

[Supplier to provide details of any Sub-Contractors/Third Party Suppliers that will be used for the delivery of the Services set out within the SoW. These must be Sub-Contractors/Third Party Suppliers that are documented within the contract]

Table 1: SOW Service Charges Breakdown

[supplied by Supplier]

Role	Seniority Level or SFIA Level <i>[remove the level that is not applicable]</i>	Worker Engagement Route (Perm employee of the Supplier or non-perm employee)	Name of Worker* (requested only for the purposes of issuing a Status Determination Statement to each worker as appropriate)	Day Rate (ex VAT)	Max Days	Total Cost (ex VAT)
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
			Expenses:			
			Total (ex VAT):			

Table 2: SOW Deliverable Charges Breakdown:

[Supplied by the Supplier]:

Deliverable	Total line Cost (ex VAT)
[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]
Expenses:	
Maximum SOW Value (ex VAT):	

[Supplier to include any caveats/supporting info required relating to the breakdown to make it clear that the suggested team make up per deliverable is indicative and the Supplier retains full rights to flex, scale up and down, and make changes at any time as required to deliver the SOW. Such changes will not impact the capped price/fixed price/SOW cap and will not be required to be updated in the SOW.]

Areas that are out of scope:

[supplied by Supplier]

Status Determination Statement:

*To comply with its obligations under the Off-Payroll Working Rules, the Department for Education will collect the names of the worker(s) to be provided under this SOW so that each worker, as appropriate, (and the Supplier), may be provided with the Status Determination Statement required under those rules.

The Department for Education confirms that it will take reasonable care when making each determination and the Status Determination Statement will be provided to each worker, as appropriate, (and the Supplier) before a payment is made to the individual for services provided.

Supplier workers who disagree with the determination must immediately inform in writing both the Supplier, and the Buyer (via the [REDACTED] mailbox), that they disagree with the determination made. DfE will review the determination, along with any supporting evidence provided by the worker, and a formal response will be provided to the Supplier, and the worker, within 45 calendar days of being notified.

The Supplier confirms that it will comply with its obligations under the Off-Payroll Working rules and agrees to:

- Notify the Buyer in writing of any additional worker to be provided under this SOW at least 2 working days before the workers services commence and specifying whether they are either 'On Payroll' or 'Off Payroll' so that the Buyer may undertake the relevant assessment(s) and issue the Status Determination Statement to the Worker, as appropriate, (and the Supplier).
- Provide evidence to the Buyer that the Supplier's workers (only where deemed "Inside IR35") are "On Payroll" where reasonably requested by the Buyer

3.4 Assumptions & Dependencies

3.4.1 The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

Assumptions:	<p>[An assumption is what is believed to be true. These are anticipated events or circumstances that are expected during the project's life cycle. Delete or add as applicable]</p>					
	<table><tr><td>Buyer:</td></tr><tr><td>1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.</td></tr><tr><td>2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.</td></tr><tr><td>3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.</td></tr><tr><td>4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for:<ul style="list-style-type: none">• standards of encryption• mandatory enrolment of their device• agreement that no other organisation will have management capabilities over their device or data stored on the device• maintaining enrolled devices to an agreed minimum operating system level• adhering to password standards</td></tr></table>	Buyer:	1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.	2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.	3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.	4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for: <ul style="list-style-type: none">• standards of encryption• mandatory enrolment of their device• agreement that no other organisation will have management capabilities over their device or data stored on the device• maintaining enrolled devices to an agreed minimum operating system level• adhering to password standards
Buyer:						
1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.						
2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.						
3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.						
4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for: <ul style="list-style-type: none">• standards of encryption• mandatory enrolment of their device• agreement that no other organisation will have management capabilities over their device or data stored on the device• maintaining enrolled devices to an agreed minimum operating system level• adhering to password standards						

	<p>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity.</p>					
	<p>5. All documentation and deliverables will be provided in an electronic form, unless otherwise expressly agreed by both parties in the SOW.</p>					
	<table border="1"><tr><td>Supplier:</td></tr><tr><td>1.</td></tr><tr><td>2.</td></tr><tr><td>3.</td></tr><tr><td>4.</td></tr><tr><td>5.</td></tr></table>	Supplier:	1.	2.	3.	4.
Supplier:						
1.						
2.						
3.						
4.						
5.						

Dependencies	[Sets out the relationships between various tasks/deliverables”, i.e. tasks that require input from other tasks to be completed, or activities that can’t start until a previous activity is done. Dependencies will vary between SOW and may not be applicable]
	Buyer:
	1. If the Supplier believes there are/may be barriers, including within the wider programme management, to the Supplier being able to deliver the deliverables as set out above by the milestone dates, the Supplier will Inform the Buyer in a timely manner and the parties will collaborate to resolve them.
	2. DfE will be informed of any planned annual leave or absences of the Suppliers’ workers at the start of the SOW or at the earliest opportunity.
	3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW:
Supplier:	
1.	
2.	
3.	
4.	
5.	

3.5 Key Contacts

3.5.1 The Parties agree that the Key Contacts in respect of this Project are detailed in the table below.

3.5.2 Table of Key Contacts:

Name	Role	Contact Details

3.6 Call-Off Contract Charges

3.6.1 For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.

3.6.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

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

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

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

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

Remainder of value under overall call-Off Contract Charge – overall Call-Off Contract value – sum of total value of all SOWs invoiced; and

- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

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

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

3.6.4 Multiple SOWs can operate concurrently.

3.6.5 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the Services and will provide records to the Buyer for inspection on request.

3.7 Performance Standards & Quality Assurance

3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

Performance Standard/Requirements	Description
All deliverables & outputs from this SoW must meet all requirements set out in the GDS Service Standards	<ul style="list-style-type: none"> • The Service Standard • Apply the Service Standard in DfE
All services delivered to be GDPR compliant and in line with departmental policies	<ul style="list-style-type: none"> • The GOV.UK Technology Code of Practice • The GOV.UK Service Manual • Guide to Data Protection ICO • Personal information charter - Department for Education - GOV.UK (www.gov.uk) • Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com) • Internal DfE guidance on GDPR
All services to be delivered in line with the Agile methodology	<ul style="list-style-type: none"> • GOV.UK Agile Delivery

All services to be delivered in line with the DfE technical standards	<ul style="list-style-type: none"> • DfE Technical Guidance • DfE Architecture • DfE Technology Stack & Technical Guidance
All services to meet the performance standards and expected skills of the roles set out in the DDaT Profession Capability Framework	<ul style="list-style-type: none"> • DDaT profession capability frameworks • Communities - Service Manual - GOV.UK (www.gov.uk)
All services to meet Accessibility standards	<ul style="list-style-type: none"> • Understanding accessibility requirements for public sector bodies • Understanding WCAG 2.2 • https://design.education.gov.uk/accessibility
All services to adhere to the government Design System and DfE standards (unless agreed otherwise with the Service Owner)	<ul style="list-style-type: none"> • GOV.UK Design System • User-centred design in DfE

3.8 Reporting and Communications

[This will make clear how often and in what format the Supplier is expected to report to the Buyer]

- 3.8.1 The Buyer and Supplier shall meet monthly to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the *[please choose as appropriate]* of the Supplier and *[please choose as appropriate]* of the Buyer. Any Commercial discussions shall include the DfE Commercial Lead and Contract Manager, who will be specified in section 3.5.
- 3.8.2 The content of the meeting will include, but not be limited to the below:
- Progress against each objective, highlighting any missed deliverables.
 - Any performance issues which need to be addressed.
 - Review of the exit plan & handover arrangements to ensure they remain fit for purpose.
- 3.8.3 *[Please choose as appropriate – i.e one week, one day]* prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.
- 3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

3.9 Variation

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

3.10 Termination

[This should reference the agreements in place in the overarching call-off, and the terms that were agreed. This acts as assurance that we are not committed to spend of the period the SOW covers]

- 3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of [five] working days in which all development work will cease.
- 3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

3.11 Handover and Exit Management

[This should stipulate the way in which DfE wish to ensure knowledge transfer and a smooth transition of services when the deliverables have been met and the service has been completed]

- 3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.
- 3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement supplier in line with the exit plan to ensure continuity of services.

3.12 Agreement of Statement of Works

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

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:		

ANNEX 1

- [If the Data Processing arrangements for this statement of work are not adequately captured in the overarching contract (Joint Schedule 11) then both parties will need to agree and capture the data processing arrangements in the table below.
- If the data processing arrangement is appropriately captured in the overarching contract, please delete the following table and add the following 'As per contract agreement'.
- If there are no personal data processing requirements for this statement of work, please remove the following table and add 'Not applicable'.]

For the purposes of this statement of work, the following table will be amended to set out the processing activities under this statement of work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant

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	<p>Authority's duties under the Contract) for which the Relevant Authority is the Controller,</p> <ul style="list-style-type: none"> ● [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority] <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]

Joint Schedule 1 (Definitions)

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

- i) the singular includes the plural and vice versa;
- ii) reference to a gender includes the other gender and the neuter;
- iii) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- iv) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- v) 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**";
- vi) 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;
- vii) references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
- viii) references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- ix) references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- x) references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- xi) the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

- xii) where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

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	<p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;

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"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Order Contract;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

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"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date c) until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i. base salary paid to the Supplier Staff; ii. employer's National Insurance contributions; iii. pension contributions; iv. car allowances; v. any other contractual employment benefits;

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

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"Data Protection Legislation"	(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 Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"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 Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by confirmation in writing to the Supplier. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity,

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	enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>is required by the Supplier in order to provide the Deliverables; and/or has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 and to which this DPS Contract governs access;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;

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"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or

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	<p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"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"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i. any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>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</p> <p>iii. any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

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"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: a) are supplied to the Supplier by or on behalf of the Authority; or b) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or c) any Personal Data for which the Authority is the Data Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services; https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier),

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	as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none">a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;b) details of the cost of implementing the proposed Variation;c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;d) a timetable for the implementation, together with any proposals for the testing of the Variation; ande) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<ul style="list-style-type: none">a) in respect of a person:b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; orc) 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

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	<p>for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as

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	an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);

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"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI Report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);)
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described as such in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect

	<p>equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii. manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>iii. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv. Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the</p>

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	amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Open Government Licence"	means the licensing terms for use of government intellectual property at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research

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	and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	1. 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:

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	<ul style="list-style-type: none">1.1. induce that person to perform improperly a relevant function or activity; or1.2. reward that person for improper performance of a relevant function or activity;2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or3. committing any offence:<ul style="list-style-type: none">3.1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or3.2. under legislation or common law concerning fraudulent acts; or3.3. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or4. 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"	appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none">a) full details of the Default that has occurred, including a root cause analysis;b) the actual or anticipated effect of the Default; andc) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);

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"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;

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"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Role"	A staff function at a defined level, with an associated expected level of expertise, that is to be fulfilled by a Supplier Staff member as part of the requirements for an Order Contract
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;

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"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:

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	<ul style="list-style-type: none">a) provides the Deliverables (or any part of them);b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/orc) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none">a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none">a) achieve a Milestone by its Milestone Date;b) provide the Goods and/or Services in accordance with the Service Levels ; and/orc) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;

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"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the invoice are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test"	any test required to be carried out pursuant to the Order Contract i) as set out in the Test Plan agreed pursuant to Part B of Order Schedule 13, ii) or as specified elsewhere in this Order Contract, and "Testing" and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);

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"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

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

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

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

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any

insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

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

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)
1	Supplier proposals including bid response at Order Schedule 4	The term of the Order Contract + 5 years
2	Content of all resultant statements of work under this Order contract	The term of the Order Contract + 5 years
3	Details of rate card and all charges and costings.	The term of the Order Contract + 5 years
4	Names of team members and other personal identifiable information.	Indefinitely
5	Material disclosed in relation to audits both in relation to Order Schedule 6 (ICT Services) and Core Terms Clause 6 (Record Keeping and Reporting).	The term of the Order Contract + 5 years
6	Information and documents provided under the terms of Joint Schedule 3 (Insurance Requirements).	The term of the Order Contract + 5 years
7	Project status including risks, financial and commercial data	Indefinitely
8	Artifacts, documentation, and architectural designs that are of Official and Sensitive classifications	Indefinitely

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

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

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

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

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

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

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1. The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2. The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3. Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a New Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1. the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2. the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3. the proposed Key Subcontractor employs unfit persons.
- 1.4. The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1. the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2. the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3. where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4. for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5. for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
- 1.5. If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1. a copy of the proposed Key Sub-Contract; and
 - 1.5.2. any further information reasonably requested by CCS and/or the Buyer.
- 1.6. The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1. provisions which will enable the Supplier to discharge its obligations under the Contracts;

- 1.6.2. a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
- 1.6.3. a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 1.6.4. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
- 1.6.5. obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - a) the data protection requirements set out in Clause 14 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 1.6.6. provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
- 1.6.7. a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 10 (Rectification Plan)

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

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

Joint Schedule 11 (Processing Data)

Status of the Controller

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

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

Where one Party is Controller and the other Party its Processor

- 2) Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 3) The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 4) The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 5) The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) cost of implementing any measures;
- c) ensure that :
 - i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

- 6) Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - a) receives a Data Subject Request (or purported Data Subject Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f) becomes aware of a Data Loss Event.
- 7) The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
- 8) Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - a) the Controller with full details and copies of the complaint, communication or request;
 - b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested by the Controller following any Data Loss Event; and/or
 - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9) The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - a) the Controller determines that the Processing is not occasional;
 - b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 10) The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12) Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
 - a) notify the Controller in writing of the intended Subprocessor and Processing;
 - b) obtain the written consent of the Controller;
 - c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13) The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14) The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 15) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

- 17) With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 18) Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 19) Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will

provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

20) The Parties shall be responsible for their own compliance with Articles 13 and 14 of the GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

21) The Parties shall only provide Personal Data to each other:

- a) to the extent necessary to perform their respective obligations under the Contract;
- b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
- c) where it has recorded it in Annex 1 (*Processing Personal Data*).

22) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23) A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 of the GDPR and shall make the record available to the other Party upon reasonable request.

24) Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):

- a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

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

Annex 1 - Processing Personal Data

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • That which is processed through Submit Learner Data, the Learning Records Service, Enter Learning Data, DfE Verified Credentials, Attendance, School Census, the Digital Capture and Ingestion (DCI) services and platforms, Learner Data Services (LDS) and Digital Services and Analytical Data Access Project Team (ADAPT). That which is processed through Submit Learner Data, the Learning Records Service, Independent Training Provider service, Achieve Forms Services, the Operational Data Platform, VYED, FE Data Lakehouse, Datawarehouse, and the Online Forms Platform. • That which is processed in the delivery of services as set out at Order Schedule 6. • That which is processed in accordance with the individual Statement of Works. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.

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Duration of the Processing	For the duration of this contract; that is 2 years + extension period (6 months)
Nature and purposes of the Processing	<p>Details of the nature and purposes of personal data processing will be set out in the individual Statements of Works.</p> <p>Processing may include but is not limited to the collection, recording, Curation (Organisation and integration),, transformation (structuring, cleansing, converting/adaption or alteration storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, and/or erasure or destruction of data (whether or not by automated means). The precise nature and purpose of the processing will be defined in the individual Statements of Work.</p> <p>Personal data processing will include:</p> <ul style="list-style-type: none"> • That which is processed through Submit Learner Data, the Learning Records Service, Independent Training Provider service, Achieve Forms Services the Operational Data Platform, VYED, FE Data Lakehouse, Datawarehouse ,Online Forms Platform, the Digital Capture and Ingestions (DCI) services and platforms, Learner Data Service (LDS) and Digital Services and Analytical Data Access Project Team (ADAPT). • That which is processed in the delivery of services as set out at Attachment 1 – Services Specification. • That which is processed in accordance with the individual Statement of Works.
Type of Personal Data	<p>Details of the types of personal data that may be processed are set out in the user stories/specifications for the individual services/projects.</p> <p>Includes but is not limited and as defined in the individual Statements of Works:</p> <p>Email addresses</p> <p>Telephone numbers</p> <p>High pay</p> <p>Unique Learner Number</p> <p>Given Name</p> <p>Middle Names</p> <p>Family Name</p> <p>Other Name</p> <p>Preferred Given Name</p> <p>Previous Family Name</p> <p>Date of Birth</p> <p>Sex (although we label it gender in some down stream systems)</p> <p>Ethnicity</p> <p>Address</p> <p>Postcode</p> <p>Unique Candidate Number</p>

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	<p>Unique Pupil Number (UPN)</p> <p>Unique Learner Number (ULN)</p> <p>Qualification</p> <p>Award Date</p> <p>Grade/Outcome</p> <p>Free School Meals (FSM) eligibility)</p> <p>Placement / Enrolment Details</p> <p>Absence and Exclusions</p> <p>Centres and provider of the learner</p> <p>Qualifications (award date, grade, etc)</p> <p>Parents information: Names, Addresses</p> <p>Serious Offence Details relating to children</p> <p>Children In Need Status</p> <p>Looked after children</p> <p>Free School Meals</p> <p>Children with SEN</p> <p>Individualised Learner Record and FE Workforce specifications, School census specification and other individual service specifications</p>
Categories of Data Subject	<p>As defined in the individual Statements of Works and may include:</p> <ul style="list-style-type: none"> • Learning Record Service which includes the personal data of learners from the age of 14+. • Submit Learner Data which includes the personal data of 16-19 learners and learners funded through Adult skills, Apprenticeships (incl higher and degree level apprenticeships), Community Learning, European Social Funding (ESF), Advanced Learner Loans and personal data of staff in FE organisations. • The Operational Data Platform, VYED, Datawarehouse and Online Forms platforms includes personal data of learners funded through all the above routes as onward and source systems • School Census and Attendance data which includes the person data of all pupils in schools • DfE's statutory obligations, government's COVID-19 recovery measures, T-Levels • Categories of personal data: Financial, Funding, T-Levels • Special category data relating to learners: Ethnicity, Special Educational Needs (SEN provision), First Language.

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>It is not expected that the Data Processor will retain any personal data processed in the delivery of this contract. If this is required, it will be clearly set out in the individual Statement of Work. Any data retained must be in accordance with DfE's agreed retention policies. The data security clauses within the contract must be adhered to for all data handling, deletion and destruction.</p> <p>In extenuating circumstances, any data retained must be in accordance with DfE's agreed retention policies Record keeping and retention periods. The data security clauses within the contract must be adhered to for all data handling, deletion and destruction.</p>
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B) DPS Contract Personal Data Processing

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

DPS Schedule 6 (Order Form Template and Order Schedules)

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

Order Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance management except for Commercially Sensitive Information	KPIs e.g. targets achieved	Microsoft Word or Excel	Monthly
Technical except for Commercially Sensitive Information	Information relating to Services provided (number of SOWs etc.)	Microsoft Word or Excel	Monthly
Order Contract Charges except for Commercially Sensitive Information	Call Off Contract Value e.g. charges invoices spend	Microsoft Word or Excel	Monthly

Order Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	n relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;(c) the identity of the employer or relevant contracting Party;

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

"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or

warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Order Contract:

- [Part C (No Staff Transfer On Start Date)]
- [Part D (Pensions)]
 - [- Annex D1 (CSPS)]
- Part E (Staff Transfer on Exit)

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or
 - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

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

Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p>

- (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs **Error! Reference source not found.** of Parts A or B or Paragraph 1.2.4 of Part C;
- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by

any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
- 4.3.1 shall survive termination of this Contract; and
 - 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:
 - 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
 - 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

- 10.1 If either:
 - 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, **Error! Reference source not found.** of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or
 - 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;
- the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

- 10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):
- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
 - 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
 - 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
 - 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
 - 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
 - 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement

and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect

of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the

Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall

promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Order Schedule 4 (Order Tender)



Order Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	1.1 the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Order Contract;
"Buyer Software"	1.2 any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	1.3 the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Order Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Defect"	any of the following: g) any error, damage or defect in the manufacturing of a Deliverable; or h) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or i) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Order Contract; or

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

"ICT Environment"

1.4 the Buyer System and the Supplier System;

"Licensed Software"

1.5 all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Order Contract, including any COTS Software;

"New Release"

1.6 an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Open Source Software"

1.7 computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment"

1.8 means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- a) the Deliverables are (or are to be) provided;
or
- b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- c) where any part of the Supplier System is situated;

DPS Schedule 6 (Order Form Template and Order Schedules)

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"Quality Plans"		1.9	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"		1.10	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Order Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"		1.11	Specially Written Software, COTS Software and non-COTS Supplier and third party Software;
"Software Materials"	Supporting	1.12	has the meaning given to it in paragraph 8.1 of this Schedule;
"Source Code"		1.13	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Software"	Written	1.14	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"		1.15	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

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

3. Buyer due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following:
 - 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
 - 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Deliverables;
 - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3. a timetable for and the costs of those actions.

4. Software warranty

- 4.1. The Supplier represents and warrants that:
 - 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Order Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with any interface requirements of the Buyer specified in this Order Contract and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Order Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall, where specified by the Buyer as part of their Order Procedure, and in accordance with agreed timescales, develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Order Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Order Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Intellectual Property Rights in ICT

8.1. Assignments granted by the Supplier: Specially Written Software

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

8.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

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

8.1.2. The Supplier shall:

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

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

8.1.2.3. without prejudice to paragraph 8.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

8.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

8.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

8.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Order Contract Period and after expiry of the Order Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

8.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 8.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

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

8.2.3.2. only use such third party IPR as referred to at paragraph 8.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

8.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 8.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

8.2.5. The Supplier may terminate a licence granted under paragraph 8.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

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

8.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms

no less favourable than those standard commercial terms on which such software is usually made commercially available.

8.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 8.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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

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

8.3.4.2. will no longer be made commercially available.

8.4. Buyer's right to assign/novate licences

8.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 8.2 (to:

8.4.1.1. a Central Government Body; or

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

8.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 8.2.

8.5. Licence granted by the Buyer

8.5.1. The Buyer grants to the Supplier a licence to use the Specially Written Software i) during the Order Contract Period for the purpose of fulfilling its obligations under the Order Contract, and ii) after the Contract period on the terms set out in the Open Government Licence.

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

8.6. Open Source Publication

8.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 8.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

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

8.6.1.2. based on Open Standards (where applicable),

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

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

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

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

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

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

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

8.6.2.6. do not contain any Malicious Software.

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

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

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

9. Supplier-Furnished Terms

9.1. Software Licence Terms

9.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 8.2.3 are detailed in Annex A of this Order Schedule 6.

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- 9.1.1.2. Terms for licensing of COTS software in accordance with Paragraph 8.3 are detailed in Annex B of this Order Schedule 6.

ANNEX A

Non-COTS Third Party Software Licensing Terms

N/A -DfE kit will be used

ANNEX B

COTS Licensing Terms

N/A – DfE Kit will be used

Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least 1 Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

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- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contact Details
Lead tester	N/A	N/A
Senior QA Tester	N/A	N/A
Standard QA tester	N/A	N/A

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. BCDR PLAN

- 1.1 At the Supplier's request, the Customer shall provide the Supplier with a copy of its Business Continuity & Disaster Recovery ("BCDR") Plan.
- 1.2 The Supplier shall develop a BCDR Plan and ensure that it is linked and integrated with the Buyer's BCDR Plan and the Supplier shall review and amend its BCDR Plan on a regular basis and as soon as is reasonably practicable on receipt of an amended Buyer BCDR Plan from the Buyer.
- 1.3 The Supplier shall ensure that its Sub-Contractor's BCDR Plans are integrated with the Supplier's BCDR Plan.
- 1.4 If there is a Disaster, the Parties shall, where applicable, implement their respective BCDR Plans and use all reasonable endeavours to re-establish their capacity to fully perform their obligations under this Order Contract. A Disaster will only relieve a Party of its obligations to the extent it constitutes a Force Majeure Event in accordance with Clause 20 (Circumstances Beyond Your Control).

Order Schedule 9 (Buyer Specific Security Requirements)

1. Definitions

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

"BPSS" "Baseline Personnel Security Standard"	the Government's HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
"CCSC" "Certified Cyber Security Consultancy"	is the National Cyber Security Centre's (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy
"CCP" "Certified Professional"	is a NCSC scheme in consultation with government, industry, and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme
"Cyber Essentials" "Cyber Essentials Plus"	Cyber Essentials is the government backed industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme, the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body
"Data" "Data Controller" "Data Protection Officer" "Data Processor" "Personal Data" "Personal Data requiring Sensitive Processing"	shall have the meanings given to those terms by the Data Protection Legislation

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"Data Subject", "Process" and "Processing"	
"Buyer's Data" "Buyer's Information"	is any data or information owned or retained to meet departmental business objectives and tasks, including: (a) any data, text, drawings, diagrams, images, or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical, or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Buyer is the Data Controller;
"Departmental Security Requirements"	the Buyer's security policy or any standards, procedures, process, or specification for security that the Supplier is required to deliver.
"Digital Marketplace / G-Cloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.
"End User Devices"	the personal computer or consumer devices that store or process information.
"Good Industry Standard" "Industry Good Standard"	the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector.
"GSC" "GSCP"	the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications

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"HMG"	Her Majesty's Government
"ICT"	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.
"Need-to-Know"	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	the National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP).
"OFFICIAL-SENSITIVE"	the term 'OFFICIAL-SENSITIVE' is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen, or published in the media, as described in the GSCP.
"RBAC" "Role Based Access Control"	Role Based Access Control, a method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage.

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"Secure Sanitisation"	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0</p>
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
"Senior Information Risk Owner" "SIRO"	<p>the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.</p>
"SPF" "HMG Security Policy Framework"	<p>the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently, and securely. https://www.gov.uk/government/publications/security-policy-framework</p>
"Supplier Staff"	<p>all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.</p>

Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these

Departmental Security Requirements which include but are not constrained to the following paragraphs.

- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Procurement Policy Note: Updates to the Cyber Essentials Scheme \(PDF\)](#) - [Action Note 09/23](#) dated September 2023, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.
 - 1.6.1. Where remote working is allowed, the Supplier shall have an appropriate remote working policy in place for any Supplier staff that will have access to the Buyer's data and/or systems.
- 1.7. The Supplier shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based

access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.

- 1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 - 1.8.1. physical security controls;
 - 1.8.2. good industry standard policies and processes;
 - 1.8.3. malware protection;
 - 1.8.4. boundary access controls including firewalls, application gateways, etc;
 - 1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - 1.8.6. use of secure device configuration and builds;
 - 1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - 1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
 - 1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.8.9.1. retained and protected from tampering for a minimum period of six months;
 - 1.8.9.2. made available to the Buyer on request.
- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.

- 1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.

- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.

- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after

termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].
- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the Services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity, or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Buyer in writing until the incident is resolved.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.20. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. On request by the Buyer, the findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
- 1.21. The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process, or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.22. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services annually, within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.
- 1.23. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer through the life of the contract. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
 - 1.24.1. implementation of the foundational set of cyber defence safeguards from the Center for Internet Security Critical Security Controls (CIS CSC v8).

- 1.24.2.any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification issued by an organisation accredited by the United Kingdom Accreditation Service.
- 1.24.3.any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
- 1.24.4.documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be, and date expected.
- 1.24.5.compliance with the principles of Secure by Design as described at [Secure by Design Principles - UK Government Security](#).

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who will have access to the Buyer's Data in the course of providing the Services, before access to the data is provided or permitted.
- 1.26. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.
- 1.27. Any Supplier ICT system used to handle, store, or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store, or process the Buyer's Data, must have in place protective

monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

- 1.28. Where the Supplier is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Buyer, this shall comply with the NCSC's [principles for the security of machine learning](#).

Order Schedule 10 (Exit Management)

1. Within 20 (twenty) working days of the Start Date the Supplier must provide for the Buyer's Approval an exit plan which ensures continuity of service and which the Supplier will follow at the end of the Order Contract. The Buyer shall not unreasonably withhold Approval of the draft provided that the Supplier shall incorporate the Buyer's reasonable requirements in it

2 The Supplier must ensure that the exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the Order Contract ends before the scheduled expiry.

3 The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:

- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- the strategy for export and migration of Buyer data from any relevant Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
- the transfer of New IPR items to the Buyer or a Replacement Supplier
- the testing and assurance strategy for exported Buyer data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which are reasonably required to ensure continuity of service during the exit period and an orderly transition to the Buyer or a Replacement Supplier.

Order Schedule 13 (Implementation Plan and Testing)

Part A – Implementation Plan

1. Agreeing the Implementation Plan

- 1.1 The Supplier's tendered draft Implementation Plan is at Annex 1 to this Part A of Order Schedule 13. The Supplier will provide an updated, fully developed draft for Approval within 30 days of the Order Contract Start Date.
- 1.2 The updated draft must contain enough detail for effective management of Order Contract implementation.
- 1.3 The Buyer shall not unreasonably withhold Approval of the updated draft provided that the Supplier shall incorporate the Buyer's reasonable requirements in it.

2. Following the Implementation Plan

- 1.4 The Supplier shall perform its obligations in respect of Delivery and, where relevant, Testing of the Deliverables in accordance with the Approved Implementation Plan.
- 1.5 Changes to any Milestones, Milestone Dates, Milestone Payments or Delay Payments shall only be made via the Variation Procedure.
- 1.6 Where the Supplier is responsible for the failure to achieve a Milestone by the date specified in the Approved Implementation Plan this shall constitute a material Default.

3. Delays

- 1.7 If the Supplier becomes aware that there is, or is likely to be, a Delay it shall;
 - Notify the Buyer in writing within 2 Working Days of becoming aware, explaining the likely impact of the Delay
 - Use all reasonable endeavours to mitigate the effects of the Delay, including complying with the Buyer's reasonable instructions

Annex 1: Implementation Plan

Notwithstanding anything to the contrary in this Schedule, the parties will, on a SOW-by-SOW basis, determine where an Implementation Plan is applicable and agree the content for each individual SOW. There is no requirement to provide an Implementation Plan at the Call-off Contract level.

Part B – Testing

In this Part B to Order Schedule 13, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Test Period”	the period specified in Part A to Order Schedule 13 during which Testing shall be carried out.
"Test Plan"	a plan for the Testing of the Deliverables to demonstrate compliance with Contract requirements;
“Test Report”	a test report produced by the Supplier in accordance with Paragraph 3.3 of this Part B to Order Schedule 13;
“Test Success Criteria”	the criteria specified in the Test Plan agreed pursuant to Part B of Order Schedule 13 that the relevant Deliverables must satisfy for the relevant Test to be recorded as successful.

1. All Tests will be carried out in accordance with the Test Plan.
2. The Supplier shall submit each Deliverable for the relevant Testing no later than the date specified in the Contract for the Test Period to begin.
3. The Supplier shall submit a draft Test Plan for Approval no later than 30 days after the Start Date.
4. The Test Plan will include:
 - An overview of how Testing will be carried out
 - Specific details of each Test to be carried out to demonstrate that the Buyer's requirements are satisfied
 - The Test Success Criteria for all Tests
 - A timetable for Testing over the Test Period, this to be compliant with any Implementation Plan
 - The process for recording the conduct and results of Testing
 - The responsibilities of the Parties
 - A categorisation scheme for test issues eg critical/serious/minor
5. The Buyer shall not unreasonably withhold Approval of the Test Plan provided that the Supplier shall implement the Buyer's reasonable requirements in the plan.
6. Unless specified in the Test Plan the Supplier shall be responsible for carrying out the Testing detailed in the plan.

7. The Buyer may require that a Buyer representative witnesses the conduct of the Tests.
8. No later than 30 days after the completion of the scheduled Test Period the Supplier shall provide the Buyer with a Test Report setting out:
 - An overview of Testing carried out
 - Details of each Test carried out together with the result, indicating if the success criteria were satisfied
 - Details of any scheduled Tests that were not carried out
 - A list of all outstanding Test issues
9. Where by the end of the scheduled Test Period the Testing process has demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer shall notify the Supplier in writing that the Testing process has been satisfactorily completed.
10. Where as a result of a Supplier default the Testing process has not by the end of the scheduled Test Period demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer may:
 - Direct the Supplier to repeat any unsuccessful Test or undertake any scheduled Test not thus far undertaken to give the Supplier an opportunity to demonstrate that the outstanding issues detailed in the Test Report have been resolved; or
 - Notify the Supplier that testing has been satisfactorily completed subject to rectification of outstanding issues within a period specified by the Buyer. Failure to rectify the relevant issues within the period specified shall be a material Default; or
 - to reject the relevant Deliverables and to invoke Clause 3.2.12; or
 - to reject the relevant Deliverables treating this as a material default and invoking the Buyer's termination right under Clause 10.4.1

Order Schedule 14 (Service Levels)

1. Definitions

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

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

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

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

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

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

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

2.4.1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2. the Service Level Failure:

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

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

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

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

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

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

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

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

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Annex A to Part A: Services Levels Table

Please Note: The KPIs presented in Order Schedule 14 (Services Levels) are in draft form only and are for guidance. The Buyer has absolute discretion to amend Services Levels and Key Performance Indicators prior to Contract countersignature.

Service Levels and Performance

The Authority will measure the quality of the Supplier's delivery by:

KPI Reference	Service Level Performance Criterion	Key Performance Indicator	Service Level Performance Measure	Buyer redress for Failure to provide Services at or above Service Levels.
KPI 1	Statement of Work Response Time On a quarterly basis Quality, accuracy, and timeliness of SoW responses	Responses to formal requests for Statement of Work provided within 5 working days (80 working hours) unless otherwise agreed between the Buyer and Supplier. A formal request for a Statement of Work is one that has been provided to the Supplier via the nominated Contract Manager. An acceptable response from the Supplier to the SOW is one that is returned to the nominated Contract Manager and includes in full: <ul style="list-style-type: none">proposed resourcing profile required to deliver the outcomes, including the roles, seniority levels and rates which will be in line with DDAT roles, SFIA skills levels and contract rate card;	Good – 100% of SoW's received and accepted within 5 working days. Approaching Target – Between 80% and <100% of SoW's received within 5 working days with none or minor inaccuracies that are quickly resolved. Requires improvement – Between 60 and <80% of SoW's received within 5 working days and/or 1 SoW has a significant inaccuracy. Inadequate – Less than 60% of SoW's received within 5 working days and/or 2 or more SoWs have significant inaccuracies.	Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.

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		<ul style="list-style-type: none"> • an accurate costing model including breakdown of costs by area, as specified by the Buyer; • timing/dates of each resource required to deliver the outcomes if these differ to the SOW term dates; • areas of potential complexity, assumptions and dependencies; key contacts 		
KPI 2a	Monthly Invoicing, and financial accuracy On a quarterly basis. Accuracy and timeliness of invoices.	Accurate and complete invoices submitted by the 10 th -working day of the month that comply with the Payment Method stipulated within Schedule 6 Order Form	<p>Good – 100% of invoices received within 5 working days and are accurate and complete.</p> <p>Approaching Target – Between 85% and <100% of invoices received within 5 working days with no inaccuracies.</p> <p>Requires improvement – Between 70 and <85% of invoices received within 5 working days and/or 1 invoice contains errors</p> <p>Inadequate – Less than 70% of invoices received within 5 working days and/or 2 or more invoices contain errors.</p>	Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.
KPI 2b	Invoice billing error resolution time On a quarterly basis.	Billing errors of which the Supplier becomes aware, or which are raised by the Buyer	Good – 100% of invoice errors resolved within 5 working days.	Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as

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	Timely identification and resolution of invoice billing errors	<p>are investigated and correctly resolved within 5 working days</p> <p>The supplier will report all billing errors and billing process issues that they identify, regardless of the root cause of the error, immediately via email to the Buyer and the Contract Manager</p>	<p>Approaching Target – Between 92% and <100% of invoice errors resolved within 5 working days.</p> <p>Requires improvement – Between 85% and <92% of invoice errors resolved within 5 working days.</p> <p>Inadequate – Less than 85% of invoice errors resolved within 5 working days</p>	set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.
KPI 3	<p>Accurate and timely monthly contract reporting.</p> <p>On a quarterly basis. Comprehensive Contract reporting pack is accurate and on time</p>	The supplier will supply a Reporting Pack to the DfE Contract Manager in line with the requirements set out in the Contract within 7 working days of each month	<p>Good – An accurate and complete Contract reporting pack is supplied to the DfE Contract Manager within 7 working days of the following month.</p> <p>Approaching Target - The pack is received within 7 working days of the following month but contains minor inaccuracies or omissions.</p> <p>Requires improvement – The pack arrives between one and five calendar days after the due date and/or contains significant inaccuracies or omissions.</p>	Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.

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			Inadequate – No reporting pack is received within 7 working days of the due date.	
KPI 4	<p>Statement of work commencement timeliness.</p> <p>On a quarterly basis Number of resources from all SOWs commencing in the preceding month start on the SOW start date agreed between Buyer and Supplier in the signed SOW</p>	<p>The Supplier successfully commences each SOW on the agreed start date specified in the signed SOW.</p> <p>All resource required by the Supplier to deliver the outcomes agreed are available and commence work on the SOW start date/date agreed between Buyer and Supplier in the signed SOW.</p>	<p>Good 95% of all resources start on the date agreed between Buyer and Supplier on SOWs in the preceding month on the SOW start date / start date agreed between Buyer and Supplier in the signed SOW.</p> <p>Approaching Target 85% to <95% of resources start on the date agreed between Buyer and Supplier on SOWs commencing in the preceding month on the SOW start date / start date agreed between Buyer and Supplier in the signed SOW.</p> <p>Requires improvement – 75% - <85% of Resources start on the date agreed between Buyer and Supplier on SOWs commencing in the preceding month on the SOW start date / start date agreed between Buyer and Supplier in the signed SOW.</p> <p>Inadequate – <75% of Resources start on the date agreed between Buyer and</p>	<p>Joint Schedule 10 (Rectification Plan)</p> <p>Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p> <p>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms.</p>

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			Supplier on SOWs commencing in the preceding month on the SOW start date / date agreed between Buyer and Supplier in the signed SOW	
KPI 5	<p>Statement of work deliverables. On a quarterly basis.</p>	<p>The Supplier successfully meets all requirements and deliverables set out in each signed SoW.</p> <p>Progress on this KPI will be assessed monthly, as part of contract management processes, and at the end of each SoW.</p>	<p>Good >95% of deliverables are met within the SoW.</p> <p>Approaching Target Between 90% and <95% of all deliverables are met within the SoW.</p> <p>Requires improvement – 80% - <90% of all deliverables are met within the SoW</p> <p>Inadequate: <80% of all deliverables are met within the SoW</p>	<p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p> <p>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms.</p>
KPI 6	<p>Timely and effective resource replacements/ swap outs.</p> <p>On a quarterly basis.</p> <p>Number of resource replacements (swap-outs) completed within the required timescales and to the required standard ensuring that</p>	<p>Where a resource is identified by the Buyer as being not of the required standard, SFIA level, attendance, skillset or ability to integrate into an agile team or where there is unexpected/unplanned absence of a resource then the supplier will successfully provide a replacement resource within 5 working days to the expected standards.</p>	<p>Good – Resource identified as not being the required standard/ not having the required level of skills and resource unavailable due to unexpected absence are swapped out where necessary, in agreement with the Buyer, within 5 working days. The Buyer is provided with written notification of remediation arrangements for resource due to leave the SoW</p>	<p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p> <p>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms.</p>

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	<p>full Knowledge Transfer takes place.</p> <p>Where resource is due to leave the SoW, the Supplier will update the Buyer on their remediation arrangements in writing at least 10 days before the resource is due to leave. Within these 10 days the Supplier will provide a replacement resource with equivalent skills ensuring a minimum of 5 day's knowledge transfer takes place between the incumbent and replacement resource.</p> <p>Onboarding of replacement resource and knowledge transfer will be at the Supplier's own cost and the Buyer expects any replacement resource to be upskilled and inducted before being billable.</p> <p>Replacement of resource/swap outs will not have any detrimental impact on the delivery of the outcomes or financial impact on the Buyer.</p> <p>The Buyer will only pay for the incumbent resource during the 10 days' notice and the payment is on the basis that the supplier can continue to fulfil agreed existing outputs/deliverables.</p>	<p>at least 10 days before the resource leaves the SoW.</p> <p>A replacement resource with equivalent skills is provided ensuring that a minimum of 5 days knowledge transfer has taken place between the incumbent and replacement resource</p> <p>Approaching Target – one resource unavailable due to unexpected absence is not swapped out within 5 working days and/or one occasion where the 10 days remediation notification fails to be provided for resource due to leave the SoW resulting less than 5 day's knowledge transfer taking place between the leaver and the replacement resource.</p> <p>Requires improvement - two resource unavailable due to unexpected absence are not swapped out within 5 working days and/or two occasions where the 10 days' remediation notification fails to be provided for resource due to leave the SoW resulting in less than 5 day's knowledge transfer taking</p>	
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			<p>place between the leaver and the replacement resource.</p> <p>Inadequate - Three or more resource unavailable due to unexpected absence are not swapped out within 5 working days And/or three or more occasions where the 10 days remediation notification fails to be provided for resource due to leave the SoW ' resulting in less than 5 day's knowledge transfer taking place between the leaver and the replacement resource And/or one or more occasions where resource identified as not being the required standard/not having the required level of skills are not swapped out within 5 working days</p>	
KPI 7	<p>Social Value Commitment Themes: Tackling Economic Inequality, Diversity and Inclusion and Wellbeing In month 1 of contract the supplier will submit a social value action plan based on their Social Value tender responses which covers as a minimum: what they will do, how they will measure</p>	<p>The Supplier will report on their promotion and commitment to Social Value in their delivery and ways of operating to improve the economic, social and environmental wellbeing within the community as set out in their bid:</p> <ul style="list-style-type: none"> Plan and /or process to ensure that opportunities under this contract contribute to tackling economic inequality through employment and training 	<p>Good – Social value action plan is all on track. Approaching Target – The social value action plan reporting shows one minor failure to deliver against plans, or minor delays in plans, or contains inaccuracies or omissions. Requires Improvement - The social value action plan shows more than one failure to deliver against plans, or minor delays in plans, or contains inaccuracies</p>	<p>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.</p> <p>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms.</p>

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	<p>and report on this, and what is their current baseline/benchmark. DfE will review and sign off. After that, the Supplier will report quarterly against the social value action plan.</p> <p>The Supplier can submit an updated social value action plan every 6 months.</p>	<p>opportunities and/or support educational attainment to reflect the communities we serve.</p> <ul style="list-style-type: none">• Wellbeing management plan that will apply throughout the delivery of this contract for any potential or deployed workforce. Building diverse representation of under-represented groups in the workforce.	<p>or omissions and there is no action plan to improve.</p> <p>Inadequate –The social value action plan reporting shows significant failure to deliver against plans, or significant delays.</p>	
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The Supplier must demonstrate clear efforts to meet performance and commit to achieving the agreed targets

Repeated failure to meet the service level threshold may lead to further action being taken in line with the contract terms and conditions.

The Department reserves the right to amend the service levels and where applicable introduce service credits across the contract duration.

The Parties agree that the KPIs at this Annex A will be measured for 90 days from the Call-off Start Date, during which period, the Buyer Redress for Failure shall not apply, and the KPI measurements will be for information only.

At a mutually agreeable time, but before 45 days from the Call-off Start Date, the parties shall meet to assess the suitability of the KPIs. Where the parties agree that a KPI, as is currently written, is unsuitable, it will be amended accordingly, or deleted in its entirety.

Where the parties mutually agree that a KPI is suitable, either as originally written, or as amended, the KPI will be enforced immediately, and the Buyer Redress for Failure will apply. Where the parties cannot reach agreement as to the suitability or otherwise of a KPI, the KPI will be enforced and Buyer Redress for Failure will apply 90 days from the Call-off Start Date.

Part B: Performance Monitoring

1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. SATISFACTION SURVEYS

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

Order Schedule 15 (Order Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with paragraph 5.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

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

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

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

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

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

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

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

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

3.

5. ROLE OF THE OPERATIONAL BOARD

- 5.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 5.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 5.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 5.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 5.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

- 5.6 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 5.7 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 5.8 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 5.9 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 5.10 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Annex: Contract Boards

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

- Monthly contract management operational board. Location TBD

Order Schedule 18 (Background Checks)

1. When you should use this Schedule

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

2. Definitions

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

3. Relevant Convictions

3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

See special term 1

Order Schedule 20 (Order Specification)

Purpose

The requirement outlined in this document is to provide Testing services to support in-flight and new programmes and projects within the Buyer's Data Science and Data Operations portfolios of work and include, but not limited to, both manual and automated testing across all applicable phases of the test lifecycle. The testing services required will cover the service lines listed in section 3 of this Buyer's Needs document.

The services to be provided by the Supplier will form part of the Buyer's wider QAT teams that includes programme test management and non-functional testing services, as well as application and data expertise. They will also be under-pinned by a 'centre of excellence' function within the Buyer's QAT team such that common methods and standards can be brought to help bring consistent quality and cost-effective services across the Buyer's testing services.

The Supplier will be expected to work flexibly to meet changing demands within this portfolio of work and to enable delivery timelines to be met. They will be required to work with both internal and external parties, including other supplier teams on a day-to-day basis, to bring innovation, and to drive continuous improvements in quality.

Transitioning from the current supplier (circa 23 resources) will be required for in-flight projects and the transition plan will be agreed with the incumbent supplier and Buyer, during the initial Statement of Work (SoW).

The contract will be for an initial period of two years with the option to extend by a further 6 months. The maximum value for the initial two-year period will be £10,679,628 ex VAT. Should the extension option be exercised, the contract value will be increased by a further £2,669,907 ex VAT. The Buyer commits no minimum spend on this contract.

Overview of Requirement

Detailed outcomes will be defined by the Buyer in each SoW and we expect there will be SoW requirements from the initiation of the contract.

Our expectations and requirements for delivery of this arrangement and the responsibilities of the supplier are outlined below.

- i. Test Analysis, Design and Execution
 - a. To be accountable for the leading, planning, design, execution and reporting of all functional and non-functional testing activities. As per the testing service Lot requirements, this is including system testing, system integration testing, integration testing, contract and API testing, user story acceptance testing, load and performance testing, accessibility testing, usability testing, and web application security testing, across a range of programmes and projects. These are delivered in Agile, Hybrid and Waterfall digital services development

approaches, working collaboratively with the Buyer's QAT function, other in-house teams and external suppliers.

Services to include, but not limited to:

- Developing and implementing cost-effective and appropriate risk-based testing approaches, taking guidance and leadership from the Buyer's QAT Function management.
- Developing and implementing test approaches and plans for all types of projects, detailing (for example) the scope of testing, pre-requisites / dependencies, required test environment(s), timescales, roles and responsibilities, entry/exit criteria. Where the requirement involves testing documentation and test approach planning, this will be agreed within Agile self-organising teams.
- Processing the design, preparation and execution of test scenarios, as well as detailed test cases / test scripts according to agreed acceptance criteria, and any other agreed testing design methodology, which may be required across different types of testing and projects
- Ensuring User Stories and requirements are clearly articulated and fit-for-purpose.
- Ownership and co-ordination of end-to-end testing to test interactions between systems and dataflows.
- Identifying, creating and/or arranging any required test data.
- Using tools such as Azure DevOps or other required project tools, to provide timely and appropriate progress reports at an agreed frequency, to clearly articulate progress to key stakeholders.
- Providing appropriate advice and guidance on good practices within testing and be skilled and experienced in leading any testing project remediation activities.
- Undertake services following the Data Science and Data Operations Test Policy, Test Strategies, good testing practices, industry standard approaches, DfE / ESFA Testing Standards, GDS and CDDO requirements. Providing innovative solutions to ensure testing effectiveness is paramount in all our work to achieve testing projects success.

ii. Test Automation & DevOps

- a. To use, maintain and enhance existing test automation frameworks together with, development and support of cost-effective continuous release methods within an agile / DevOps environment.

Services to include, but not limited to: -

- The creation of mocks, stubs and simulators to facilitate Component Integration testing

- Developing automated functional testing frameworks, sometimes following a Behaviour Driven Development (BDD) approach, or other agreed functional testing automation framework development approach, to evaluate digital services changes against agreed requirements/behaviours/acceptance criteria, and deliver regression testing, both in-sprint and during integration phases.
 - Developing automated Load and Performance testing frameworks, which fulfil the performance testing needs and requirements, per platform, release and in-Sprint performance testing requirements.
 - Infrastructure and deployment testing through each stage of the Continuous Integration / Continuous Development (CI / CD) pipeline
 - Provision of test data through obfuscation of existing data and synthetic test data creation
 - The maintenance and enhancement of automated regression testing packs to support ongoing delivery for this, and future projects
 - Scoping and undertaking appropriate exploratory, usability and compatibility testing during the development process to enable end user testing to have maximum effectiveness.
 - Supporting the testing process and defect management using Azure Dev Ops or other required tools
 - Messaging integration testing and contract testing; and, processing automated API tests to ensure the component under test confirms to service definitions.
 - Analysis and exploration of using Artificial Intelligence (AI) based tools and AI augmented testing processes in testing automation, together with analysis of good practices for testing of AI-based digital services
 - Undertake services following the Data Science and Data Operations Test Policy, Test Strategies, good testing practices, industry standard approaches, DfE / ESFA Testing Standards, GDS and CDDO requirements. Providing innovative solutions to ensure testing effectiveness is paramount in all our work to achieve testing projects success.
- iii. The Supplier shall participate in regular service reviews and Progress Meetings to monitor progress and discuss issues (e.g., quality of delivery, resource, budget, risks and issues with proposed mitigations) with the Buyer's Lead QAT Delivery Owner(s) and / or Heads of QAT Delivery and / or other Delivery Leads (as and when required); the frequency and scope to be agreed with the respective QAT Delivery Owner.
- iv. We expect the Supplier to evidence the following essential skills/experience:

E1	Demonstrable experience in applying Agile testing methodology (preferably Scrum and Kanban), skills, and techniques to projects. To confidently discuss Agile testing processes from an overall software development perspective.
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E2	Demonstrable experience of Continuous Integration / Continuous Delivery (CI/CD) within ADO pipelines or other types of continuous integration development environments. Experience of component integration testing (CIT) and system integration testing (SIT).
E3	Demonstrable experience of analysing and executing Risk-based and Context-driven approaches to testing, together with demonstrable experience of using Exploratory testing techniques.
E4	Demonstrable experience of testing automation using Agile with architecture, design and configuration of testing frameworks. Including SpecFlow and Selenium with IDEs for C# and Java development, and potentially similar test tooling, include browser testing tools such as BrowserStack
E5	Demonstrable experience of MS SQL database testing skills, including validating stored procedures, jobs, and triggers.
E6	Demonstrable experience of data warehousing, ETL, data migration processing and data quality assurance testing.
E7	Demonstrable experience of Application Program Interface (API) testing within Agile sprints, potentially testing within Azure ServiceBus architecture and using tools such as Postman and/or other industry recognised API testing tools
E8	Demonstrable experience of accessibility testing in compliance with UK Government accessibility regulations, using automated accessibility testing tools and assistive technologies. Including SortSite and aXe testing tools, and accessibility assistive technologies, e.g., Fusion, JAWS, ZoomText, Dragon.
E9	Demonstrable experience of performance, scalability, and web application security testing of a variety of digital services, using industry standard web tools, especially with Apache JMeter and OWASP top-ten web security testing coverage tools
E10	Demonstrable experience of producing Test Approaches and Sprint Test Plans collaboratively with the team and suppliers, in accordance with the Department's overall approach and test strategy.
E11	Testing certification: - ISTQB Certified Tester Foundation Level (100% of MTS provided testers certified passed) ISTQB Certified Agile Tester Foundation Level extension (75% of MTS provided testers certified passed)
E12	Make significant contribution to the Buyers organisational Testing Community of Practice

v. The Services shall comply with the following tools, technology and delivery methods:

- Agile development, Agile-Hybrid.
- Continuous integration and continuous delivery using ADO
- Open-source tools and frameworks including Cucumber, Gherkin, Selenium WebDriver, SpecFlow and API REST libraries.
- Where appropriate or exceptions agreed, adherence to the Buyer's Test Policy and Test Strategies.

Deliverables

The work plan and schedule for these Deliverables will be agreed with the Buyer's project and programme teams at the start of each SoW engagement, along with the detailed reporting and governance arrangements.

In some instances, a short discovery phase will be required or recommended to elaborate the specific requirements and Deliverables. This will be specified at the start of the relevant engagements.

The work plan for the Services will be kept under regular review to stay aligned to the broader project delivery plans and priorities. Deliverables for each programme/project will be agreed at the start of each engagement and will be drawn, but not limited to, the following list of QA & Testing, Test Automation & DevOps and Common Deliverables:

Ref	Deliverable	Description	Acceptance
1	Quality Assurance of all supporting project deliverables (e.g., stories, design documents, requirements specification, sprint plans, roadmaps), as per 3 amigos and any other types of Agile team planning, refinement meetings and required processes	Agree all relevant project deliverables to ensure they can be delivered and tested (e.g., Stories have the required acceptance criteria; sprint plans/backlogs are achievable, risks and issues raised).	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach

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Ref	Deliverable	Description	Acceptance
2	Source Control and configuration of testing assets	Implementation of configuration and version control of all test automation framework code and testing assets, including manual testing assets and artefacts	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach
3	All user stories are developed and planned for testing	All user stories planned for testing, are analysed to meet the expected system quality and functional acceptance criteria.	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach
4	Test coverage and execution against all components	Testing of all impacted components and coverage of all required functional and non-functional testing types is planned and executed to meet the required testing coverage. Where testing may also incorporate AI-based testing approaches.	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach
5	Delivery of a set of Automated Regression Tests	Delivery of a defined set of automated User Journeys. The number of automated tests to be collaboratively agreed between Supplier and QAT/programme team(s).	Completed "show and tell" automated playback of user journeys across all components of the system, to show that the GIT based solution deployed has been proven and tested.

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Ref	Deliverable	Description	Acceptance
6	Development, use and maintenance of Testing Automation Frameworks (TAFs)	All testing automation frameworks are designed and utilised in respect of the agreed testing approach and expected outcomes for achievement of generic testing and quality objectives, such as improved testing coverage, in-Sprint velocity, testing effectiveness and overall testing benefit to the project team and digital services delivery. Where such testing tools may also incorporate AI-based testing approaches.	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
7	Testing and quality assurance of all automated contract-based tests and API testing.	All contract-process and API automated tests are created to test that the new and existing processes function as per the acceptance criteria listed within the relevant stories or based on other types of requirements-based testing approach.	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
8	Accessibility testing and quality assurance	All Accessibility testing is undertaken in compliance with UK Government accessibility regulations and test approach recommendations, using automated accessibility testing tools and assistive technologies. Including	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the

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Ref	Deliverable	Description	Acceptance
		SortSite, other browser-based accessibility tools, other recommended and industry standard automated accessibility testing tools. Along with accessibility assistive technologies such as Fusion, JAWS, ZoomText, NVDA and Dragon. Together with following specific in-house recommended accessibility testing strategy and approaches	required Work Package Approach. Together with demonstration that the solution is proven and tested.
9	Performance and load testing and quality assurance	Develop automated Load and Performance testing frameworks, which fulfil the performance testing needs and requirements, per platform, project release and in-Sprint performance testing requirements. In most situations utilising freeware automated performance testing tools, such as JMeter or other similar automated testing solutions	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
10	Web services application security	Web services application security testing performed on an in-Sprint basis. All stories planned for testing meet the expected application security acceptance criteria. Expected testing coverage might include OWASP top ten application security vulnerabilities and test	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the

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Ref	Deliverable	Description	Acceptance
		coverage using tools such as Burp Suite web application proxy and security tool and/or other similar industry recognised tools	solution is proven and tested.
11	Testing and quality assurance of data specifications and requirements	<p>All data specification and calculation testing reporting requirements are successfully analysed for testing.</p> <p>All testing requirements are broken down into test cases that deliver effective testing coverage of all data testing pass / fail criteria in respect of meeting all risk and quality data testing coverage requirements</p>	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
12	Testing and quality assurance of data and data reporting quality testing	All requirements planned for testing, meet the expected data and data reporting, quality and acceptance criteria, as agreed with the Buyer, in compliance with the required standards and in accordance with the required Work Package Approach	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
13	Any testing deliverable omissions, or scope reduction agreed	All decisions regarding significant amendment or reduction of previously agreed testing scope should be agreed with Buyer team	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing

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Ref	Deliverable	Description	Acceptance
	with project management team	management and testing leads	standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
14	Defects and issues management processes	All defects and issues are processed in accordance with the required work package approach and technical debt management processes.	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
15	Defects and issues management tools	Use of defect management tools follow industry standard good practice and specific Agile team / project requirements, using the required and an established testing management and planning tools, such as Azure Dev Ops or similar. Individual project teams should all be using the same defect management tools to ensure effective collaboration and communication of defects within each project	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.

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Ref	Deliverable	Description	Acceptance
16	Testing in conformance with Test Policy and Test Strategy(s)	All testing is required to be undertaken in accordance with the existing Software Test Policy and Test Strategy	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
17	RAID Logs	All required project and team RAID logs are contributed to and capture details pertaining to all risks, assumptions, issues and dependencies.	All deliverables meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach.
18	Test Scripts	Test scripts fully developed in line with industry good practices. These may take the form of Gherkin scripts in a Given, When, Then format, or other types that may support automated testing framework test script development.	All deliverables planned for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
19	Test Data	Testing analysis of test data needs, including sourcing,	All deliverables planned for testing, meet the expected

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Ref	Deliverable	Description	Acceptance
		management, transformation and processing. Including data loading and readiness checking, including other considerations such as application access testing accounts, service monitoring accounts, test environment permissions and tooling. All done in accordance with project testing needs and requirements.	quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.
20	Traceability Matrix	Although not usually required for Agile software development projects, detailed Traceability Matrices covering associations across Requirements, Test Scenarios, Test Cases, Test Data, Defects, may be required for some testing projects	All traceability deliverables, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach.
21	Test Execution Schedule	Although not usually required for Agile software development projects, a detailed schedule of testing execution activities including dependencies/inputs, test scripts, timelines, execution status, test parameters, test data and test environment dependencies may be required for certain testing projects.	All scheduling deliverables for testing, meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach. Together with demonstration that the solution is proven and tested.

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Ref	Deliverable	Description	Acceptance
22	Test Execution Report	Although not usually required for Agile software development projects, a daily / weekly detailed report specifying the Tests Planned for execution, Tests executed, Passed, Failed, associated defects, planned execution completion date, potential impacts to the test execution plan etc. could be required for certain types of testing projects	All reporting deliverables meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach.
23	Overall Testing Services Delivery Progress Report	Although not usually required for Agile software development projects, a daily / weekly snapshot of all engagements, or individual programmes / projects may be required. Snapshot to include consideration of status, risks, issues, activities completed, a forward view and any resourcing implications (including burn rate) that are potentially requested by the Buyer teams and projects.	All reporting deliverables meet the expected quality criteria as agreed with the Buyer, in compliance with the testing standards and in accordance with the required Work Package Approach.

5. TIMESCALES & LOGISTICS

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Location(s) where work will be carried out	<p>DfE Office, Cheylesmore House, Quinton Road, Coventry, CV1 2WT (base location) or other identified working hubs. Remote working arrangements subject to agreements for in-office working which will comply with the relevant and prevailing Government guidance on restrictions to movement.</p> <p>Primary location will be detailed in each Statement of Work (SoW).</p> <p>All supplier resources must be UK based. Overseas working is not permitted at any time.</p>
Working arrangements	<p>This will be a 5 day per week (Monday to Friday) commitment and detailed working arrangements, including team location, size and make-up, will be contained within each statement of work. 2 days onsite working as standard.</p>
Security Clearance Requirements	<p>All proposed team members must have current relevant Baseline Personnel Security clearance e.g. BPSS, DBS. SC clearance maybe required for privileged access to data.</p>
Travel and Expenses	<p>Standard Framework and Call Off Terms and Conditions. Expenses must be pre-agreed in in line with Annex X – Travel and Expenses Policy and comply with CCS Travel and Subsistence Policy.</p> <p>Any expenses shall be submitted in line with DfE standard Travel and Expenses policy if appropriate. Primary work location stated in each SoW will not attract expenses. It is not anticipated that any additional expenses will need to be claimed during the delivery of these requirements. Any requests for expenses must be authorised in advance by the Buyer's Delivery Lead in writing.</p>
Start Date	10/03/2025
Expected completion date	The assignment is for 2 years subject to a review point every 6 months.

Statements of Work 'SoW'

The Buyer shall specify detailed objectives for the Supplier to deliver within a Statement of Work (SoW). Each statement of work will specify the work package objectives and success criteria, outcomes, timescales, and acceptance criteria required of the Supplier.

The Buyer provides the supplier with requirements for the project. The Supplier and the

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Buyer shall work together to agree how best to meet those requirements, including determining the resourcing profile, price and start date. The supplier has within 5 working days to provide the Buyer with a formal response via the SoW detailing the resourcing profile and price.

The Supplier shall not commence a SoW until it receives an instruction to do so from the Buyer via a signed SoW.

The Supplier is responsible for ensuring that any deployed resources commence on the date specified within the signed SoW, have the requisite skills and experience for the associated job family and SFIA seniority and perform accordingly. To ensure the buyer is consistently getting the right level of resource, this will be monitored via KPIs throughout the life of this contract. The Supplier will provide a proactive rectification plan within 10 working days, identifying issues early and addressing issues promptly if any KPI falls to 'Requires improvement'.

The Supplier shall be responsible for the achievement of the deliverables set out within the SoW. The SoW will state the standards and ways of working required to deliver the detailed objectives and outcomes.

The Buyer shall set out within any relevant SoWs any additional security vetting requirements that are above and beyond the Buyers Security Requirements. The minimum-security requirements are that all Supplier staff should be BPSS cleared before they commence any SoW.

The financial risk of delivering the service, deliverables and outcomes within the SoW will lie with the Supplier. Outputs and deliverables will be linked to payments. If the work does not meet the acceptance criteria, it is the responsibility of the Supplier to correct it at their own cost.

Any subsequent changes to the scope of the signed SoW will be agreed between the Buyer and Supplier via the Variation process stipulated in the contract in Joint Schedule 2.

The Supplier is responsible for ensuring continuous knowledge transfer to permanent civil servants throughout the lifetime of a SoW and in the event a SoW ends early or is de-scoped. This will also be separate outcome across all SoWs.

The Buyer can terminate the SoW at any time giving a notice period of 5 working days, which will be given in writing.

Resourcing and Capability

The Supplier is required to evaluate the resourcing model during on-boarding of the Service to drive efficiencies within the portfolio and that said efficiencies will result in a reduction in cost over the lifetime of the Order Contract.

It is expected that the services will be delivered using a mixture of roles and seniority levels (as defined in the Specification of Requirements for a Dynamic Purchasing System) covering

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a variety of roles possible under the service Lots required and will be expected to flex up and down to meet demand changes.

The Supplier shall ensure that it can scale up and down its deployed workforce at pace in response to SoW requirements issued by the Buyer.

The Supplier shall take proactive action to respond to any emerging recruitment or capability issues to ensure that it can scale effectively to meet the SoW requirements on demand.

The Supplier shall remedy any deficiencies that they or the Buyer identifies in the skills, capability, experience and/or delivery performance of the individuals deployed at the Suppliers own cost.

Where any resource is due to leave the SoW, the supplier is responsible for updating the Buyer on their remediation arrangements in writing at least 10 days before the resource is due to leave. Within this notice period the Supplier will be expected to provide a permanent or temporary replacement, with equivalent skills, to ensure that a minimum of 5 day's knowledge transfer can take place between the incumbent and replacement resource. Onboarding of replacement resource and knowledge transfer will be at the Supplier's own cost and the Buyer expects any replacement resource to be upskilled and inducted before being billable.

The Buyer will only pay for the incumbent resource during the 10 days' notice period and the payment is on the basis that the supplier can continue to fulfil agreed existing outputs and deliverables.

If a Buyer identifies a performance issue with a resource and requests the resource is removed from the SoW or if a resource becomes unexpectedly absent, the Buyer and Supplier shall agree an approach to replace this resource within 5 working days whilst ensuring overall output delivery is maintained. The 10-day notice period does not apply.

In the event that it is necessary to place a temporary replacement resource to undertake knowledge transfer from the incumbent resource, the Supplier is responsible for the onboarding of the subsequent permanent replacement resource and the knowledge transfer between the temporary and permanent replacement resource at the Supplier's own cost. If overall output slippage occurs because of a resource change during the SoW, it will be at the Supplier's own cost.

The Supplier shall make reasonable endeavours to notify the Buyer if the Supplier intends to deploy a resource that has been swapped off another Buyer contract in the preceding 12-month period.

The Supplier will build a team/s that reflects the communities the Buyer serves through the delivery of this contract, and monitor, measure and report on diversity and inclusion.

The Buyer will provide a DfE Education email account as well as access to other tools used by the team and the department such as Figma, Lucid, Teams, DevOps Git, Azure DevOps, Office 365 and Slack to ensure the Supplier can effectively communicate and share work with STA and its stakeholders. We expect that suppliers will use Bring your Own Device (BYOD), to access DfE's systems. It is possible that the Buyer can provide DfE equipment, which can be agreed on a case-by-case basis. The collection and return of any equipment as well as any

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costs and losses incurred are the responsibility of the Supplier.

6. GOVERNANCE

6.1 The Supplier's service lead shall deliver into the Buyer's designated QAT Delivery Owner with overall accountability for all aspects of QAT across the programme. In addition, there will be attendance at other forums as required by the programme/projects, including daily stand-ups.

6.2 The Buyer's QAT Delivery Owner with overall accountability for all aspects of QAT will report into the respective project/programme manager(s) / director(s) under formal project/programme governance arrangement

6.3 Services will be broadly delivered in line with the existing Buyer's QAT Strategy. The QAT strategy is owned and maintained by the Buyer's QAT Delivery Owner. It is expected that all suppliers involved in the programme will offer continuous improvements to all aspects of delivery, including up to strategic level decision making.

6.4 The Buyer has carried out a review of this requirement using the HM Revenue & Customs Check Employment Status for Tax (CEST) tool and considers this requirement and subsequent call off arrangement as written to fall within the scope of the IR35 legislation as long as the Services described are delivered and performed in accordance with the Order Contract.

6.5 The Supplier shall ensure that the performance of the Order Contract does not deviate from the obligations contained therein.

1 Subcontracting & partnering

Subcontracting Permitted? <i>Supplier must be certified in all the required services, but may subcontract to supplement their resources if required</i>	Yes
Partnering Permitted? <i>Suppliers who are not certified in all the required services, but wish to bid for all, may partner with another Supplier(s) on the DPS who have been certified in that service</i>	Yes

6.6 The Order Contract shall be subject to the terms and conditions as set out in the RM6148 Core Terms v1.0 together with the Order Form, Schedules and Statements of Work. Any Buyer-specific Terms and Conditions applicable to the Order Contract are set out therein.

Prior involvement of candidates or tenderers

6.7 The Supplier acknowledges that this requirement and potential Order Contract is one of a number of agreements for the Buyer, which requires that no single supplier can perform both a client-side management role and a delivery role on the Portfolio, unless expressly granted

by the Buyer.

6.8 For the avoidance of doubt, the provision of client-side management and delivery roles across different programmes within the Buyer will be permissible.

6.9 Both Parties agree that the role to be performed, and the work to be undertaken, by the Supplier under the Order Contract may create conflicts of interest and/or give the Supplier an unfair advantage capable of distorting competition in any future procurements related to the Buyer's Portfolios.

6.10 The Supplier acknowledges the risks that may be posed to the success of any such future procurements and the impact that the expectation of future sales could have on the impartiality of the work being carried out.

6.11 In the event that the Supplier chooses to submit a bid in any future procurement, it will need to take measures to satisfy the Buyer that its participation will not prevent the relevant procurement from being successfully and impartially completed; and, unless the Buyer is so satisfied, the Supplier acknowledges that the Buyer may exercise its right to exclude the Supplier from such procurement.

6.12 The Supplier also confirms that it does not have any existing contracts which would create a conflict of interest with the duties owed to the Buyer under this requirement and potential agreement

Order Schedule 22 – Secret Matters

Associated definitions:

In this Order Schedule 22, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Document"	includes specifications, plans, drawings, photographs and books;
"Secret Matter"	means any matter connected with or arising out of the performance of this Order Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';
"Servant"	where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

1. Disclosure

- 1.1 The Supplier shall not, either before or after the completion or termination of this Order Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a Secret Matter being:
- 1.1.1 without the prior consent in writing of the Buyer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
 - 1.1.2 disclosed to or acquired by a person as respects whom the Buyer has given to the Supplier a notice in writing which has not been cancelled stating that the Buyer requires that Secret Matters shall not be disclosed to that person;
 - 1.1.3 without the prior consent in writing of the Buyer, disclosed to or acquired by any person who is not a Servant of the Supplier; or
 - 1.1.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Order Contract that such person shall have the information.

2. Safeguarding

- 2.1 Without prejudice to the provisions of Paragraph 1, the Supplier shall, both before and after the completion or termination of this Order Contract, take all reasonable steps to ensure:
- 2.1.1 no such person as is mentioned in Paragraph 1.1, 1.1.1 or 1.1.2, thereof shall have access to any item or Document under the control of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Buyer;

2.1.2 that no visitor to any premises in which there is any item to be supplied under this Order Contract or where Goods are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Buyer so to do;

2.1.3 that no photograph of any item to be supplied under this Order Contract or any portions of the Goods shall be taken except insofar as may be necessary for the proper performance of this Order Contract or with the prior consent in writing of the Buyer, and that no such photograph shall, without such consent, be published or otherwise circulated;

2.1.4 that all information about any Secret Matter and every Document, model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Order Contract or with the prior consent in writing of the Buyer, no copies of or extracts from any such Document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such Document, model or item shall be placed thereon; and

2.1.5 that if the Buyer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such Document, model or item as is mentioned in Paragraph 2.1.4, that Document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

3. Decision of the Buyer

- 3.1 The decision of the Buyer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Order Schedule 22 shall be final and conclusive.

4. Particulars of People

- 4.1 If and when directed by the Buyer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.

5. Official Secrets Act

- 5.1 If and when directed by the Buyer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of the Order Contract.

6. Information concerning the Contract

- 6.1 If, at any time either before or after the expiry or termination of this Order Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information

concerning this Order Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Buyer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.

7. Duty to observe obligations

- 7.1 The Supplier shall place every person employed by it, other than a Sub contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that Secret Matter as are imposed on the Supplier by Paragraphs 1 and 2 and shall, if directed by the Buyer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Order Schedule 22 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.

8. Sub-Contract Obligations

- 8.1 The Supplier shall, if directed by the Buyer, include in the Sub-Contract provisions in such terms as the Buyer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Order Schedule 22, but with such variations (if any) as the Buyer may consider necessary. Further the Supplier shall:

8.1.1 give such notices, directions, requirements and decisions to its Sub Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Order Schedule 22 into operation in such cases and to such extent as the Buyer may direct;

8.1.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Order Schedule 22, notify such breach forthwith to the Customer; and

8.1.3 if and when so required by the Buyer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Paragraph 11.

9. Information to the Buyer

- 9.1 The Supplier shall give the Buyer such information and particulars as the Buyer may from time to time require for the purposes of satisfying the Buyer that the obligations imposed by or under the foregoing provisions of this Order Schedule 22 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Buyer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Order Contract or in which there is or will be any item to be supplied under this Order Contract, and also to inspect any Document or item in any such premises or which is being made or used for the purposes of this Order Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

10. Exclusion

- 10.1 Nothing in this Order Schedule 22 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

11. Grounds for Termination

- 11.1 If the Buyer shall consider that any of the following events has occurred:

11.1.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Order Schedule 22; or

11.1.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Buyer, or with any department or person acting on behalf of the Crown; or

11.1.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Paragraph 11.1.1, information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Buyer, ought not to have such information;

and shall also decide that the interests of the state require the termination of this Order Contract, the Buyer may by notice in writing terminate this Order Contract forthwith.

12. Buyer Decision to Terminate

- 12.1 A decision of the Buyer to terminate this Order Contract in accordance with the provisions of Paragraph 11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Buyer's decision is based.

13. Supplier's notice

- 13.1 The Supplier may within five (5) Working Days of the termination of this Order Contract in accordance with the provisions of Paragraph 11, give the

Buyer notice in writing requesting the Buyer to state whether the event upon which the Buyer's decision to terminate was based is an event mentioned in Paragraphs 11.1.1, 11.1.2 or 11.1.3 and to give particulars of that event; and

- 13.2 the Buyer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

14. Matters pursuant to termination

- 14.1 The termination of this Order Contract pursuant to Paragraph 11 shall be without prejudice to any rights of either Party which shall have accrued before the date of such termination;
- 14.2 The Supplier shall be entitled to be paid for any work or thing done under this Order Contract and accepted but not paid for by the Buyer at the date of such termination either at the price which would have been payable under this Order Contract if the Order Contract had not been terminated, or at a reasonable price;
- 14.3 The Buyer may take over any work or thing done or made under this Order Contract (whether completed or not) and not accepted at the date of such termination which the Buyer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Order Schedule 22 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Buyer, deliver any work or thing taken over under this Paragraph 14.3, and take all such other steps as may be reasonably necessary to enable the Buyer to have the full benefit of any work or thing taken over under this Paragraph 14.3 ; and
- 14.4 Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Order Contract.

15. Rights & Obligations after Termination

- 15.1 If, after notice of termination of this Order Contract pursuant to the provisions of Paragraph 11:
- 15.1.1 the Buyer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Paragraph 13.1; or
- 15.1.2 the Buyer shall state in the statement and particulars detailed in Paragraph 13.2 that the event upon which the Buyer's decision to terminate this Order Contract was based is an event mentioned in Paragraph.11.1.3,
- the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:
- 15.2 the Buyer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the

termination of this Order Contract under the provisions of Paragraph 11 and properly provided by or supplied to the Supplier for the performance of this Order Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Buyer, elect to retain;

- 15.3 the Supplier shall prepare and deliver to the Buyer within an agreed period or in default of agreement within such period as the Buyer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Buyer and shall deliver such materials and items in accordance with the directions of the Buyer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- 15.4 the Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Order Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Order Contract;
- 15.5 if hardship to the Supplier should arise from the operation of this Paragraph 15 it shall be open to the Supplier to refer the circumstances to the Buyer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Buyer on any matter arising out of this Paragraph 15.5 shall be final and conclusive; and
- 15.6 subject to the operation of Paragraphs 15.2, 15.3, 15.4, and 15.5 termination of this Order Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.