

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

Order Form

CALL-OFF REFERENCE: ECM_61941

THE BUYER: DEFRA Organisations

BUYER ADDRESS

[REDACTED]

THE SUPPLIER:

[REDACTED]

SUPPLIER ADDRESS:

[REDACTED]

REGISTRATION NUMBER:

[REDACTED]

[REDACTED]

[REDACTED]

SID4GOV ID:

[REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22/07/2021.
It's issued under the Framework Contract with the reference number ECM_61941 for the provision of Employee Assistance.

CALL-OFF LOT(S):

Lot 3

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
 2. Joint Schedule 1(Definitions and Interpretation) RM6182.
 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6182
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 4. CCS Core Terms (version 3.0.8)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
- Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off 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 Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: 1st September 2021

CALL-OFF EXPIRY DATE: 31st August 2024

CALL-OFF INITIAL PERIOD: 3 years + 1

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause [REDACTED] of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]
Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

See details in Annex 1

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Purchase orders within 30 days

BUYER'S INVOICE ADDRESS:

[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Noted in Specification

BUYER'S SECURITY POLICY

Noted in Specification

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY STAFF

- [illegible]

4

- Counselling red flag cases
- Trauma and critical incident support
- Health and well being promotion and awareness

Please see further detail in the specification

ADDITIONAL INSURANCES

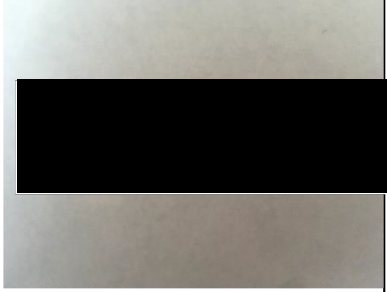



Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

SOCIAL VALUE COMMITMENT

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

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

execution by seal / deed where required by the Buyer

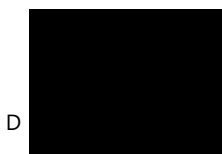
Annex 1: Rates and Prices

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).



2. How the contract works

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

- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

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

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

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

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

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

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

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

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of

any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

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

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

- 5.2 Clause 5.1 only applies if the Supplier:

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

6. Record keeping and reporting

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

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

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

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

- 6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned

for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

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

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

10.2 Ending the contract without a reason

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

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

10.3 Rectification plan process

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

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

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

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

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

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

10.4 When CCS or the buyer can end a contract

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

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;

- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

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

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

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

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

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

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.

- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

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

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

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

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

10.7 Partially ending and suspending the contract

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

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

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

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

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

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

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

10.8 When subcontracts can be ended

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

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

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than [REDACTED]

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of [REDACTED] or [REDACTED] of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

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

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

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

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

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

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

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

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

12. Obeying the law

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

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

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

13. Insurance

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

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

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

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

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

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

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

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body

- to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

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

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of

dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

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

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

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

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

24. Changing the contract

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

24.2 The Supplier must provide an Impact Assessment either:

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

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

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

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

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

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

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

(b) of how it has affected the Supplier's costs.

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

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

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

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

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

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

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

27.2 The Supplier must during the Contract Period:

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

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

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any

- kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

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

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

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

28. Equality, diversity and human rights

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

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

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

29. Health and safety

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

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

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

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's

current Environmental Policy, which the Buyer must provide.

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

31. Tax

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

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

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

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

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

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

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
 - (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive

jurisdiction to:

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

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

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

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

35. Which law applies

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

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: 2 [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]

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

Core Terms RM6182

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 a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework 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 Call-Off 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 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;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 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 [REDACTED] 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 Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance or medical malpractice insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED]
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED] and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED]
[REDACTED]

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)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

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

4. Income Security

4.1 The Supplier shall:

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

- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

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

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

- (a) this is allowed by national law;
- (b) this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- (c) appropriate safeguards are taken to protect the workers' health and safety; and

- (d) the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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

6. Sustainability

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

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date:
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 notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the 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 Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
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, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
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 Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
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 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 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.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] The Processor shall comply with any further written instructions with respect to Processing by the Controller.

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>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:</i></p> <p>[REDACTED]</p>
Duration of the Processing	

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Nature and purposes of the Processing	Recording of data to be used by the supplier
Type of Personal Data	████████████████████
Categories of Data Subject	██████████
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that [REDACTED]

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Supplier's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

1.1.2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 6 months on:

- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data

and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (i) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (a) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier

amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (a) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (b) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute

shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (a) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (b) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is

required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100)

Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

Supplier's Submission

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FIELD 1 (9-10-11)	FIELD 2 (12-13-14)
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15 JULY 2004

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Call-Off 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 three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers 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
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

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

1. Definitions

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

"BCDR Plan"	1 has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	2 has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	3 the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	4 has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	5 the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	6 any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	7 has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	8 has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

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

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

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

- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;

- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to "normal service";
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

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

- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

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

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

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

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

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

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

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

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within [REDACTED] Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within [REDACTED] Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Call-Off Schedule 9 (Security) Part B: Long Form Security Requirements

1. Definitions

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

"Breach of Security"	<p>1 means the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>2 in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
"ISMS"	<p>3 the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p>4 tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p>

2. Security Requirements

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

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

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

██████████

██

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

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
 - 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information

and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

- 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.3 at all times provide a level of security which:
- a) is in accordance with the Law and this Contract;
 - b) complies with the Baseline Security Requirements;
 - c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
 - g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
 - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;

- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables

and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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

5. Amendment of the ISMS and Security Management Plan

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

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

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

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

5.2.4 suggested improvements in measuring the effectiveness of controls.

- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the

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

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

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

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

9. Vulnerabilities and fixing them

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

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

- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to

facilitate the detection of anomalous behaviour that would be indicative of system compromise;

- 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

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

2. End user devices

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

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;

- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

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

5. Security by design

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

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information

management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

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

7. Restricting and monitoring access

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

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

[REDACTED]

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	4 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	5 those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Registers"	6 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	7 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	8 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	9 the activities to be performed by the Supplier pursuant to the Exit Plan, and

	other assistance required by the Buyer pursuant to the Termination Assistance Notice;	
"Termination Assistance Notice"	10 as the meaning given to it in Paragraph 5.1 of this Schedule;	h
"Termination Assistance Period"	11 he period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;	t
"Transferable Assets"	12 xclusive Assets which are capable of legal transfer to the Buyer;	E
"Transferable Contracts"	13 ub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;	S
"Transferring Assets"	14 as the meaning given to it in Paragraph 8.2.1 of this Schedule;	h
"Transferring Contracts"	15 as the meaning given to it in Paragraph 8.2.3 of this Schedule.	h

2. Supplier must always be prepared for contract exit

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

2.2 During the Contract Period, the Supplier shall promptly:

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

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

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

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

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

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

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

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

every [six (6) months] throughout the Contract Period; and

no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;

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

Assistance Notice;

as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

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

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

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

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

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

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

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

8. Assets, Sub-contracts and Software

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

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

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

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

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

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and

- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

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

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The

Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is

intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

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

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

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

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

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:
- 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;

- 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.
- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members: **Please see organisations noted in the specification.**

Name of Cluster Member	Services to be provided	Duration	Special Terms

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	1 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	2 a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	3 has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 7 days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible

for meeting the costs associated with the provision of security cleared escort services.

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

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment 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 Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. **Implementation Plan**

- 7.1 The Implementation Period will be a [six (6)] Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

Annex 1: Implementation Plan

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

Milest one	Deliver able Items	Duration	Milest one Date	Buyer Responsibil ities	Milestone Payments	Delay Payments
[]	[]	[]	[]	[]	[]	[]
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be [insert number of days]. tbc</p>						

Part B - Testing

1. Definitions

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

"Component"	4 any constituent parts of the Deliverables;
"Material Test Issue"	5 a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	6 a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	7 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	8 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	9 in relation to the Tests applicable to a Milestone, a maximum number of

	Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	10 the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	11 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	13 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	14 any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	15 the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests; and
 - 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

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

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;
 - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
- 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

- 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are

unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
- 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
- 12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

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

5. Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

“Amber Service Level Performance Measure”

shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

“Critical Service Level Failure”

means a failure to meet a Red Service Level Performance Measure for a Critical Service Level defined in the Order Form;

“Green Service Level Performance Measure”

shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

“Red Service Level Performance Measure”

shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

"Service Credits"

1 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"

2 has the meaning given to it in the Order Form;

3

"Service Level Failure"

4 means a failure to meet the Service Level Performance Measure in respect of a Service Level as follows:

- i) the Supplier's performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;
- ii) the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods;
- iii) the Supplier's performance of a single Service Level is reported as failing to meet the Red

Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and

- iv) the Supplier's performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.

"Service Level Performance Measure"

5 A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold"

6 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).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),
- provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

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

- 1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

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

Annex A to Part A: Services Levels and Service Credits Table_{LOT 3}

Please see service levels within the specification

The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)	=	$x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

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

1. Definitions

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

"Operational Board" the board established in accordance with paragraph 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

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

2.2 The Parties shall ensure that appropriate 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's shall be:

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

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

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

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

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

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

4. Role of the Operational Board

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

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

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

[**Guidance note:** Details of additional boards to be inserted.]

Call-Off Schedule 19 (Scottish Law)

1. When you should use this Schedule

- 1.1 This Call-Off Schedule 19 may be included to adapt the Core Terms and Schedules so that the Call Off Contract is under Scottish Law.

2. Changes to the Core Terms

- 2.1 Clause 19, (Other people's rights in this contract) – "Contract Rights of Third Parties Act (CRTPA)" shall be replaced by "Contract (Third Party Rights) (Scotland) Act 2017 (CTPRSA)". References to "CRTPA" shall be replaced by "CTPRSA".
- 2.2 Clause 34 (Resolving Disputes):
- 2.2.1 Clause 34.2 – add the following wording: "The governing law and jurisdiction provisions of CEDR's Model Mediation Agreement shall be deemed to be amended to refer to the laws of Scotland and the Court of Session."
- 2.2.2 Clause 34.3 The term "Courts of England and Wales" shall be amended to read "*Court of Session*"
- 2.2.3 Clause 34.4 – Conduct of Arbitration.
- (a) The words "*under the London Court of International Arbitration rules current at the time of the Dispute*" shall be deleted.
- (b) The seat or legal place of the arbitration shall be amended so that it takes place in "*Edinburgh*" as opposed to "*London*".
- (c) Add the following wording "*The arbitration shall be conducted in accordance with the Arbitration (Scotland) Act 2010 subject to disapplication in whole or in part of any of the default rules of the Scottish Arbitration Rules comprising Schedule 1 to that Act as the Parties may agree.*"
- 2.3 Clause 35 (Which Laws apply) – the words "*English Law*" shall be replaced by "*the Law of Scotland*".

3. Changes to the Joint Schedules

- 3.1 Joint Schedule 1 – Definitions shall be amended as follows:
- 3.1.1 The definition of "CRTPA" shall be replaced by "'CTPRSA" the Contract (Third Party Rights) (Scotland) Act 2017".
- 3.1.2 In the definition of "Dispute" the reference to "*English law*" shall be replaced by "*the Law of Scotland*" and the reference to the "*English courts*" shall be replaced by the "*courts of Scotland*".

- 3.1.3 In the definition of “Insolvency Event” – the word “*Assignment*” replaced by “*Assignment*”.
- 3.1.4 In the definition of “Losses” the word “*tort*” shall be replaced with “*delict*”.
- 3.1.5 In part (a) of the definition of “Intellectual Property Rights” the words “*Know-How*” and “*trade secrets*” refer to pre-existing know-how and trade secrets only.
- 3.1.6 “Working Day”: reference to “England and Wales” replaced by “Scotland”
- 3.2 Where a Call-Off Guarantee is selected, the following provisions of Joint Schedule 8 – Guarantee shall be amended as follows:
 - 3.2.1 Annex 1 – Form of Guarantee WHEREAS (B) “deed” replaced by “contract”
 - 3.2.2 Throughout the whole Schedule delete all references to “deed of Guarantee” merely express as “Guarantee”
 - 3.2.3 Clause 4.1 Delete references to “England and Wales” when referring to addresses.
 - 3.2.4 Clause 12 – the word “*assignment*” shall be amended to “*assignment*”.
 - 3.2.5 Clause 14 – “*Contract (Rights of Third Parties) Act 1999*” shall be amended to “*Contract (Third Party Rights) (Scotland) Act 2017*”.
 - 3.2.6 Clause 16 Governing Law (add “and Jurisdiction”). References to “*Courts of England*” to be replaced by “*Court of Session*”. References to “*English*” to be replaced by “*Scottish*”. References to “*England and Wales*” to be replaced by “*Scotland*”.
 - 3.2.7 Alter execution strip to read as follows:

“IN WITNESS WHEREOF THESE PRESENTS CONSISTING OF THIS PAGE AND THE [] PRECEDING PAGES ARE EXECUTED IN DUPLICATE AS FOLLOWS:

SIGNATURE:

NAME:

POSITION:

PLACE OF SIGNING:

DATE:

WITNESS:

WITNESS NAME:

WITNESS ADDRESS:”

4. Changes to Call-Off Schedules

5. References to Legislation

Where legislation applicable to England and Wales only is expressly mentioned in this Call Off Contract it shall have the effect of substituting the equivalent legislation applicable in Scotland.

Call-Off Schedule 20 (Call-Off Specification)

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

- 1.1. Lot 3 shall provide a compliant route for Contracting Authorities to procure Employee Assistance Programmes, providing confidential support for Contracting Authorities Personnel within all UK Central Government and Wider Public Sector Organisations, including those working remotely, posted overseas and travelling overseas.
- 1.2. Defra Group is formed of the following organisations or Contracting Authorities which have requirements for Employee Assistance services:

	Headcount	Background to the requirement
██████████	██████████	Mainly administrative office based. Homeworking, blended, flexible working and travel is the norm. Small amount of field-based activities. Some foreign travel necessary, some staff based in Scotland and Wales
██████████ ██████████ ██████████ ██████████	██████████	Mainly administrative office based. Homeworking, flexible working and travel is the norm. Small amount of field-based activities
██████████ ██████████	██████████	Mainly administrative office based. Some homeworking, flexible working and travelling to meetings. Small amount of field-based activities
██████████ ██████████ ██████████ ██████████ ██████████	██████████	Administrative, laboratory and field-based activities, including seagoing activity. Those based in the field will also carry out some enforcement activities on a regular basis. Some foreign travel necessary
██████████ ██████████	██████████	Mainly administrative office based. Homeworking, flexible working and travel is the norm. Small groups of employees (c 250) carry out field-based enforcement activities. Some foreign travel necessary

<p>██████ ██████████ ██████████ ██████</p>	<p>████</p>	<p>Largely administrative, with approximately a third field based and engaged in sea-going activities. Those based in field roles will carry out enforcement activities on a regular basis in a variety of locations, some on land, some at sea and some in port.</p>
<p>██████ ██████████ ██████████ ██████████ ████ ██████████ ██████</p>	<p>████</p>	<p>Administrative and field-based activities; approx. 30% of FC staff are classed as 'outdoor workers' and carry out manual/physical work. Approx. 20% of staff are exposed to vibrating tools and/or loud noise whilst at work. FC staff work a variety of working patterns including flexi-time, annualised hours, rostered hours, compressed hours, homeworking, and overtime. Small number of staff based in Scotland.</p>
<p>██████ ██████████ ██████████</p>	<p>████</p>	<p>Mainly scientific research and laboratory activities, plus some administrative and field-based activities. Approx 15% of █████ staff carry out forest-based manual/physical work. Approx. 10% of staff are exposed to vibrating tools and/or loud noise whilst at work. FR staff work a variety of working patterns including flexi-time, part-time, compressed hours, homeworking, and overtime. Approx 50% of staff are based in Scotland. Small number based in Wales.</p>
<p>██████████ ██████████</p>	<p>██████</p>	<p>Administrative, sampling, laboratory and extensive field-based activities. Those based in the field will carry out maintenance and operation of flood defences, regulatory and enforcement activities on a regular basis. Extensive incident response both to flooding and environmental incidents. All offices based in England; some staff based throughout the UK.</p>
<p>██████████ ████</p>	<p>████</p>	<p>Staff based throughout the UK. Administrative and field-based activities (homeworking, flexible working and travel is the norm).</p>

██████████ ██████████ ██████████ ██████████	████	Mainly administrative activities. Employees based in Peterborough and Aberdeen
██████████ ██████████ ██████████	████	Mainly analytical staff in desk-based roles which are either office or home based. Some travel to stakeholder events required.
██████████	████	Water regulator – Our workforce are predominantly desk based either at home or in the office. Some travel to stakeholder events required.

1.3. Across Defra group Contracting Authorities there are up to █████ personnel living and based overseas. Exact numbers and information will be confirmed at implementation.

2. SCOPE OF THE REQUIREMENT

2.1. Core Requirements

- 2.1.1. Lot 3 is for the provision of Employee Assistance Programmes (EAP). The Supplier shall provide support to Contracting Authorities Personnel over the full range of work related or personal matters that may impact on workplace performance or mental health and wellbeing and seek to resolve, manage and prevent those issues where possible.
- 2.1.2. The Supplier shall provide the core requirements which shall include, but not be limited to:
- Online Portal
 - Digital Services including Live Chat and a mobile phone application downloadable to personal devices.
 - Telephone, face to face and virtual Triage and Support Services which shall include, but not be limited to:
 - Advice and immediate emotional support;
 - Management support Services;
 - Counselling Services;
 - Case Management;

- Trauma and critical incident support;
- Consultancy, and clinical supervision;
- Education, Support and Training;
- Promotion of the Employee Assistance Programme;
- Therapeutic Interventions;
- Bullying and harassment support;
- Whistleblowing Services;
- Mediation;
- Coaching Services;
- Structured Professional Support; and
- Interactive health kiosks.

2.2. Optional Requirements

2.2.1. The Supplier shall be able provide the optional requirements to Contracting Authorities which shall include additional wellbeing services.

2.3. Delivery Principles

2.3.1. The Supplier shall deliver all the Services in accordance with the following principles:

- The Services shall be available to all Users including those working remotely, both in the UK and in postings overseas and/ or travelling overseas;
- There are over 200 office locations across the UK including Scotland, Wales and Northern Ireland and a number of contractual and flexible homeworkers so ability to provide an excellent and uniform service to the dispersed workforce will be required;
- The Service shall provide sufficient flexibility of approach to accommodate different organisational structures, operating styles, cultures and job roles (examples are at Annex 2 to this Specification);
- All Contracting Authorities Personnel are eligible to access the Service;
- Confidentiality is crucial to the integrity of the Service;
- The Supplier shall provide access to a range of experts and qualified mental health professionals;

- The Service requires counselling, therapeutic interventions and other forms of assistance to meet recognised clinical standards;
 - The Supplier shall not make changes to the contracted, agreed delivery model for counselling or therapeutic interventions without prior discussion and agreement from the Contracting Authority;
 - The Supplier shall underpin the Services with robust clinical governance and;
 - The Supplier shall provide Services which support a strategy of continuous improvement and innovation which reflect the evolving nature of health and wellbeing.
- 2.3.2. The Supplier shall ensure that all Users of the Services and Supplier Staff are aware of the scope and limitations of patient and client confidentiality, in particular where there is a responsibility to breach patient confidentiality where there are issues of child protection, a threat to health and safety, a risk of harm to self or others, or prevention of a crime or terrorist act.
- 2.3.3. Current service requirements for EAP services vary across the Contracting Authorities. Processes also vary with electronic business to business and paper-based methods. Contracting Authorities Personnel will have different preferred methods of communication – e.g. some do not have access to e mail or internet.
- 2.3.4. It is critical that the EAP Supplier develops an understanding of the business carried out, the cultures and the individual requirements of each of the Contracting Authorities. It will also be necessary to develop strong relationships with each of the Contracting Authorities to enable a clear understanding of their individual needs.
- 2.3.5. Although the needs of Contracting Authorities may vary, the supplier should take a holistic approach to offering services, identifying where costs could be reduced by joining up with other areas e.g. delivery of health promotion activities, workshops etc. to drive efficiencies, benefiting from industry and technological advances.
- 2.3.6. There is a need for a collaborative and joined-up approach by the Supplier with those other services available across the Civil Service, including those organisations supplying support to Civil Servants working overseas. The Supplier will work closely with the OH Supplier and HR Casework teams and provide information about relevant support services (on a non-exclusive basis) such as internal staff networks, Charity for Civil Servants, the CSSC Sports and Leisure and others to enable a holistic approach to our staff's health and wellbeing.
- 2.3.7. The Supplier shall not knowingly provide a service that is already available to the Authority and its employees via other contractual arrangements unless previously agreed between the Authority and the Supplier. Where other arrangements are in place, the Supplier will advise the referring individual to consider these routes.
- 2.3.8. The Defra group anticipates a varying headcount over the life of this contract with transfers between Contracting Authorities and other changes likely.
- 2.3.9. The Supplier(s) will provide all the services as and when required by the Authority to support the aims and its policies of:
- Fulfilling the paramount requirement of meeting legislative requirements and maintaining a duty of care as a responsible employer;

- Employing people who are fit to undertake their tasks;
 - Promoting physical and mental well-being amongst the workforce to optimise attendance, engagement, resilience and performance to meet business objectives;
 - Supporting staff who are ill to bring them back to work so maximising attendance to meet business objectives;
 - Supporting staff to keep them in work;
 - Enabling managers to support staff through issues which are affecting them; keeping them in work where possible and helping them return to work promptly if not.
 - Identifying trends in work related absence, prioritising and tackling significant health and wellbeing related issues, working with Government initiatives to reduce the level of sick absence;
 - Improving equality, diversity and inclusion to enhance our capacity to make the UK a great place to live through our Defra group Equality, Diversity and Inclusion Strategy 2020 to 2024.
- 2.3.10. Each participating organisation may have different HR policies so suppliers will need to adapt their processes to the relevant policy.
- 2.3.11. Defra group wishes to adopt a supportive approach, working in partnership with employees to improve their own health through healthy lifestyles; increasing their energy, strength and resilience and maximising their attendance at work. The promotion of health and well-being is an integral part of the culture of the Defra Group Contracting Authorities.
- 2.3.12. Defra group promotes the Employee Assistance Programme as a service which Contracting Authorities Personnel can access proactively and receive immediate emotional support with the aim of avoiding deteriorating mental health.
- 2.3.13. Defra group is determined to reduce its sickness absence levels further over the 3-year period of the contract and to be on par with employers in the private sector. The EAP Supplier will be expected to contribute to the delivery of reducing absence.
- 2.3.14. Current sick absence levels vary across Defra group's network.
- 2.3.15. Mental health illnesses are, in most of the organisations, the main reason for absence. A proactive approach is required from the supplier to support staff and managers in addressing issues at an early stage.
- 2.3.16. Horizontal and vertical networking both across the Contracting Authorities and the Civil Service will be key as will consideration of what preventative solutions could be adopted to address particular health and wellbeing issues, and what preventative measures could be taken to minimise the overall risk of sickness absence.
- 2.3.17. Defra group is keen to promote partnership working. It believes partnership working is invaluable in providing an excellent service. The Supplier will be innovative and

proactive and will work in partnership with the Authority to offer the following key features:

- Flexibility to meet identified individual business needs.
- Understanding of the work of the Contracting Authorities and the requirements needed for employees to carry out their roles effectively, with a collaborative and partnership approach in working with staff, managers, HR and all resources available to an individual.
- Assisting the Contracting Authorities in achieving health and wellbeing initiatives (e.g. meeting the Civil Service Priorities for Wellbeing and the Environment Agency's Wellbeing Ambition)
- Flexibility to meet changes in policy and regulations.

2.4. Service Availability

2.4.1. The Supplier shall ensure that the Services, including the necessary Supplier Staff, are available to all Users twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year/ three hundred and sixty six (366) days a year for the 2024 'leap year', unless agreed otherwise in advance by Contracting Authorities (this will be confirmed by individual Contracting Authorities on implementation).

2.4.2. The Supplier shall make the Services available to the following groups, where the Contracting Authority gives prior instruction and approval, which shall be agreed at Call Off contract stage:

- Volunteers as defined and identified by Contracting Authorities as being eligible;
- Agency Workers;
- Past Contracting Authorities Personnel with more than two (2) years' service, who have retired through severance, age related, medical or early retirement have authorised access to the Service for three months following their last day of service;
- The Contracting Authorities Personnel family members impacted by the employee's work-related issues, dependencies or abuse (e.g. gambling, alcohol, drugs and debt) as long as the employee is present when the counselling takes place;
- The Contracting Authorities Personnel dependents that are eligible within the HMRC welfare counselling exemption (EIM 21845);
- The Contracting Authorities Personnel next of kin / partner in cases of bereavement with prior agreement of the Contracting Authority;
- Trainees and/or Students working in the Contracting Authorities organisation but may or may not be directly employed.

- 2.4.3. The Supplier will be informed by the Contracting Authority at Call Off contract stage if access to the Service needs to be provided to a different group of personnel than those listed above.
- 2.4.4. For all Services described in this Schedule, the Supplier shall provide Contracting Authorities Personnel with access to obtain advice and support for, including but not limited to the following:
- Addiction / dependency / substance abuse;
 - Alcoholism;
 - Anxiety;
 - Bereavement;
 - Bullying / harassment / intimidation / discrimination;
 - Career / job related stress;
 - Caring responsibilities related to childcare / eldercare / disability care;
 - Debt advice, this must not include signposting or referrals to financial organisations who provide fee paid services;
 - Depression;
 - Domestic violence;
 - Eating disorders;
 - EDI and protected characteristics related concerns (eg microaggression)
 - Faith and belief related concerns
 - Family / relationship/ marriage / civil partnership problems;
 - Financial wellbeing;
 - Gambling;
 - Gaming;
 - Gender reassignment;
 - Health problems, including terminal illness;
 - Illness of a family member;
 - Legal information;
 - Lesbian, Gay, Bisexual, Asexual, Transgender (LGBAT+) issues;
 - Loneliness and isolation
 - Mental health related concerns
 - Performance related problems;
 - Phases of Life Concerns, including ageing, pregnancy, menopause
 - Post-traumatic stress problems including those arising from an accident at work or work-related incident;
 - Race related concerns

- Redeployment / relocation / redundancy;
- Sexual assault and abuse;
- Stress;
- Support for all parties involved in a formal work-related investigation both during and following the investigation;
- Whistleblowing;
- Workplace restructuring / transformation programmes / departmental change and;
- Workplace trauma.

2.5. Exclusions

2.5.1. The Supplier shall **not provide** Contracting Authorities Personnel with access to:

- tax advice;
- legal advice other than that which is provided to Contracting Authorities Personnel within the context of welfare counselling provided this is restricted to a signposting Service;
- financial advice on any matter other than debt problems;
- advice relating to leisure or recreation; and
- direct provision of medical treatment – Suppliers will instead advise or directly refer (in the case of emergency) to NHS Primary Care.

3. MANDATORY SERVICE REQUIREMENTS:

3.1. Online Portal

- 3.1.1. The Supplier shall provide and maintain an online portal to support the Services, available to all Contracting Authorities Personnel twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year/ three hundred and sixty six (366) days a year for the 2024 'leap year', unless agreed otherwise in advance by Contracting Authorities.
- 3.1.2. The Supplier shall brand the online portal as required by Contracting Authorities. Access to the portal shall be through all Internet browsers.
- 3.1.3. The Supplier shall provide a portal, which supports User led registration. The Contracting Authorities will not provide employee data to the Supplier in advance or after the portal going live. The Supplier's ability to deliver the Service shall not be dependent upon receiving Contracting Authority data.
- 3.1.4. The Supplier shall ensure the portal is a secure system and include a process to ensure that employees registering as Users of the system are employees of the Contracting Authority. The Supplier shall ensure that the Portal and its content is appropriate for a wide range of Users, within the Contracting Authority's organisation.

3.1.5. The online portal shall be a fully accessible web-based resource that supports Users health and wellbeing and shall contain, as a minimum:

- Details of how to access the Services, including brief descriptions of such Services;
- Details of Services which are freely available to Users and which would be signposted by the Supplier in any case, for example, whistleblowing, Charity for Civil Servants, Citizens Advice Bureau; MIND and Samaritans;
- Information relating to any planned training or seminars to be delivered by the Supplier on behalf of Contracting Authorities;
- Self-help podcasts, videos, webinars, guides, fact sheets and leaflets in fully downloadable format on subjects such as at a minimum:
 - Stress and pressure;
 - Mindfulness
 - Personal resilience;
 - Work/life balance;
 - Suicide and self-harm;
 - Bereavement;
 - Physical activity;
 - Nutrition;
 - Smoking;
 - Alcohol; and drug use
 - Sleep.
 - Advice and guidance on musculoskeletal, mental health and healthy lifestyles;
 - Computerised CBT
 - Mental health issues and concerns
 - Trauma awareness and support
 - Live Chat function
 - Health-check questionnaires, which Users will be able to complete online. On submission of the questionnaire, Users shall be provided with immediate results, feedback and guidance as to lifestyle options and/or sources of further support and guidance, including a lifestyle behaviour change programme. Users shall also receive an online and/or e-mail version of the completed report and recommendations;
 - An online newsletter, which reflects current topics including publicity on national and local campaigns. The Supplier shall include in such newsletters specific messages that the Contracting Authority wish to make available to its personnel;

- Access to all training material which has been developed for the Contracting Authority; and
- Access to all Supplier standard training materials, which they include as part of their standard Service offering.

- 3.1.6. The Supplier shall ensure that all Users who access the online portal shall be requested to complete a confidential questionnaire which targets feedback on the online portal in relation to its effectiveness, accessibility and relevance. Such results will be anonymised and provided to the Contracting Authority as part of the monthly management information. The Supplier will make changes as required in response to the feedback received.
- 3.1.7. The Supplier shall ensure that their online portal is fully accessible to Users located overseas, if specified at Call Off stage.
- 3.1.8. The Supplier shall update the online portal at regular intervals with all relevant material to support the Services and health and wellbeing of Users

3.2 Maintenance and Upgrades

- 3.2.1 The Supplier shall ensure that notification of scheduled maintenance and/or system upgrades is provided to all Contracting Authority led contacts, which will be provided at Call-Off Stage. A message (including signposting to alternative sources of support) shall be placed on the online portal at least 2 (two) weeks in advance of the action taking place, which will remain visible on the portal throughout the 2 (two) week period to Users.

3.3 Digital services, including Live Chat and Mobile Applications

- 3.3.1 The Supplier shall provide alternative delivery of the online portal Services in the form of a mobile IOS and Android application downloadable at least to mobile phones. The Supplier shall ensure that, where this mode of delivery is selected by the Contracting Authority, the application is available 24/7, 365 days per year (366 days in the 2024 leap year).
- 3.3.2 The mobile application should serve as a mobile version of the online portal therefore all materials that are accessible by users of the portal should equally be accessible by users of the mobile application. The Supplier is not expected to provide additional services via the mobile application to those which are available via the online portal.
- 3.3.3 The Contracting Authority will not provide employee data to the Supplier in advance of the Application going live or thereafter.
- 3.3.4 The Supplier shall allow User registration which may include:
- Username;
 - User email address;
 - User's employing department name; and
 - Users business unit.

- 3.3.5 The Contracting Authorities will inform Suppliers at Call-Off Stage whether they want the mobile application to be available for its Users and whether this will be available to Users on work devices, personal devices or both.
- 3.3.6 The Supplier shall provide a Live Chat function on their online portal to provide an alternative way of accessing emotional support, which shall be available at least 08:00 to 18:00 but preferably 24/7 with the facility to email the Supplier outside of these hours.

3.4 Telephone Services, Triage and Support Services

- 3.4.1 The Supplier shall provide the Contracting Authorities with a freephone number. The Supplier's telephone service shall provide a dedicated non premium rate and/or a 01, 02, 03 prefix telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- 3.4.2 The Supplier's freephone telephone advice line(s) shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year/ three hundred and sixty-six (366) days a year for the 2024 'leap year'.
- 3.4.3 The Supplier shall provide a telephone support Service for Contracting Authorities Personnel staffed by qualified professionals in a range of counselling services.
- 3.4.4 The Supplier shall route Contracting Authorities Personnel who are identified as being at risk ('red flag') to a counsellor for immediate support (e.g. at risk of taking their own life).
- 3.4.5 The Supplier shall provide the following triage services including, but not be limited to:
- Recording Contracting Authorities Personnel details and open a case file where all details of the advice, guidance and any further Services provided shall be maintained;
 - Recording details of the Contracting Authorities Personnel request and provide advice and guidance pertinent to the request made;
 - A clinical assessment process using clinical qualitative questioning and structured clinical measurement tools to inform the assessment, determine the most appropriate interventions, support and measure improvements. These may include but not be limited to:
 - Patient Health Questionnaire (PHQ – 9)
 - General Anxiety Order 7 (GAD 7)
 - Work and Social Adjustment scale (WSAS)
 - Routing Contracting Authorities Personnel as appropriate to short-term, focussed counselling Services, as further described in this Schedule;

- Signposting Contracting Authorities Personnel as appropriate to specialised agencies such as Relate, Alcoholics Anonymous, Citizens Advice Bureau and Cruse;
 - Signposting and referring Contracting Authorities Personnel to organisations and networks linked to the Contracting Authorities, such as Occupational Health, Mental Health networks, the Charity for Civil Servants, Civil Service Sports Council, the Civil Service Retirement Fellowship and other such organisations and networks applicable to each organisation;
 - Routing Contracting Authorities Personnel to specialised support as appropriate, including short-term, focused one-to-one counselling and Cognitive Based Therapy or other therapeutic interventions, where a clinical need is identified and as further described in this Schedule;
 - Providing a facilitated referral into the NHS with the Users consent (either to the Users GP with a letter outlining the assessment and recommendations), or fast tracked without the need to visit a GP to local IAPT (Improving Access to Psychological Therapies) services. The Contracting Authority shall not meet the costs resulting from these referrals.
 - Providing structured 'bridging wellbeing support' to Users who are not clinically suitable for short-term focused counselling; the type and frequency of contact should be agreed with the User and based on clinical need, whilst the User awaits treatment through the NHS/ IAPT;
 - Providing advocacy support where a Contracting Authorities Personnel is too distressed or is unable to effectively manage the interface with the Contracting Authority and/or external organisations; and
 - Providing advice and support Services specifically for managers as further described in this Schedule.
- 3.4.6 The Supplier shall have arrangements in place for the telephone support Services to enable Contracting Authorities Personnel with neuro-diverse conditions, hearing or speech difficulties and/or Contracting Authorities Personnel whose first language is not English and who request or require language support to effectively use the Services.
- 3.4.7 The Supplier shall brand the Services in accordance with Contracting Authorities requirements so that Contracting Authorities Personnel using the Services shall reach a helpline that can be identified by their organisation name and/or specific Services.
- 3.4.8 The Supplier shall allow Contracting Authorities Personnel to self-refer to use the Services and the Supplier shall also allow referrals from managers, HR, and suppliers of occupational health Services provided to Contracting Authorities or any other network/support service as authorised by Contracting Authorities where the Contracting Authority Personnel grants prior permission.

- 3.4.9 The Supplier shall provide information to Contracting Authorities Personnel about the Charity for Civil Servants and shall assist Contracting Authorities Personnel with the completion of application forms to the fund.
- 3.4.10 The Supplier shall support as required any Contracting Authorities Personnel who requires assistance in preparing a case or a supporting statement to the Charity for Civil Servants or other such organisation. The Contracting Authorities shall provide the Supplier with relevant information and policy guidance.
- 3.4.11 The Supplier shall ensure that all Contracting Authorities Personnel requiring a telephone call back following triage shall receive one within two (2) hours of triage taking place.
- 3.4.12 The Supplier shall ensure that all Contracting Authorities Personnel queries which do not require counselling Services are completed within twenty-four (24) hours.

3.5. Management Support Services

- 3.5.1 The Supplier shall provide advice and guidance to managers either via the standard telephone advice line or a specified Freephone telephone helpline number.
- 3.5.2. The Supplier shall provide advice and guidance to managers for subject matters including, but not limited to:
- Workplace attendance, including advice for supporting staff from Day 1 of absence in respect of Mental Health issues;
 - Workplace bullying;
 - Discrimination;
 - Gender reassignment;
 - Wellbeing confident conversations;
 - Financial wellbeing;
 - Social Connectivity;
 - Work related stress;
 - Work related trauma;
 - Workplace conflict;
 - Leading Contracting Authorities Personnel through change;
 - Alcohol and drugs;
 - Work/life balance;
 - Mental health issues;
 - Ill health diagnosis, including terminal illness; and
 - Bereavement.
- 3.5.3. The Supplier shall ensure that Supplier Personnel are conversant in the Contracting Authorities internal policies as provided by the Contracting Authorities.

3.5.4. The Supplier shall:

- Provide advice and support to managers regarding recognition of problems which may impact on their own or their Contracting Authorities Personnel ability to work effectively;
- Provide signposting to Managers to help them access other sources of support offered by the Contracting Authorities (e.g. OH, HR Casework, Mediation, Workplace Assessments);
- Support managers in undertaking their duty of care to Contracting Authorities Personnel including having difficult conversations, managing and implementing change, identifying causes of stress, pressure points and encouraging resilience;
- Support managers in recognising issues of mental health among Contracting Authorities Personnel and provide advice on practical measures on how to support Contracting Authorities Personnel;
- Enhance managers' confidence and capability in all areas of health and wellbeing; and
- Provide information about and signpost Contracting Authorities Personnel to specialist sources of help for any of the problems raised by managers

3.6 Counselling Services

3.6.1 The Supplier shall assess the Contracting Authorities Personnel presenting issues using recognised clinical measures and determine the most appropriate form of intervention with the Users agreement.

3.6.2 The Supplier shall:

- provide telephone, online and face-to-face, short term, focused counselling Services. The Supplier shall offer counselling Services based on clinical need using a modern, flexible approach that embraces digital solutions and encourages greater use of telephonic and secure video counselling.
- provide short-term focussed face-to-face/video counselling where the Contracting Authorities Personnel states this as their preference unless a clinical assessment determines otherwise.
- Ensure the Contracting Authorities Personnel understands all methods of counselling available to them, the expectations and limitations of each, and work together to choose the most clinically effective method;
- Ensure counselling Services are available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year/ three hundred and sixty-six (366) days a year for the 2024 'leap year'.
- Arrange the first counselling session appointment within forty-eight (48) hours of agreeing that counselling is an appropriate form of treatment.
- Ensure that the requested form of communication is used with the Contracting Authorities Personnel to notify and agree appointments

- Ensure the first session of counselling takes place within five working days of the staff member contacting the EAP service;
 - Provide a fast-track referral option where circumstances require a counselling session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) working days of the staff member contacting the EAP service;
 - Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
 - Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards;
 - Provide immediate telephone counselling support and/or forward Contracting Authorities Personnel immediately to emergency NHS Primary Care/A&E where a Contracting Authorities Personnel is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm; and
 - Provide the first face-to-face/virtual counselling session for these urgent cases (where contracting authorities personnel are presenting at risk) within twenty-four (24) hours of first contact, regardless of postcode or location
 - Provide a reminder service to Users via telephone, email and/or SMS of booked appointments.
- 3.6.3 The Supplier shall deliver a maximum of six (6) counselling sessions to Contracting Authorities Personnel during a Contract Year. The Supplier shall agree any additional counselling Services in advance, with the Contracting Authority.
- 3.6.4 The number of sessions within this maximum of six (6) shall be subject to the clinical judgement of the Supplier. In exceptional circumstances Contracting Authorities may authorise additional counselling Services where there is a proven clinical need to do so. The Supplier shall obtain such authorisation in advance of any additional counselling being carried out.
- 3.6.5 The Supplier shall provide continuity of counsellors during a referral unless exceptional circumstances dictate otherwise. Where continuity of counsellor cannot be maintained the Supplier shall notify the Contracting Authorities Personnel immediately or at least twenty-four (24) hours before an appointment. If the counsellor is unwell, the Contracting Authorities Personnel shall be given the opportunity to rebook an appointment within forty-eight (48) hours of the original appointment. Where requirements have been set out as per sections 3.6.11 and 3.6.12 these should be continued.
- 3.6.6 The Supplier shall make alternative arrangements to meet the Contracting Authorities Personnel needs should a Contracting Authorities Personnel express reasonable objections that they are not content with the counsellor assigned to them.
- 3.6.7 The Supplier shall ensure that premises are appropriate, accessible, safe and offer adequate levels of privacy to Contracting Authorities Personnel, if they provide face-to-face counselling away from the Contracting Authorities Personnel normal place of work.

- 3.6.8 The Supplier shall provide appointments within a reasonable travelling distance of the Contracting Authorities Personnel's home, but no more than one hour's travelling distance by the individual's chosen method of transport, from the Contracting Authorities Personnel's home office location.
- 3.6.9 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to Contracting Authorities Personnel who are disabled, including disabled parking.
- 3.6.10 The Supplier shall ensure that all counselling appointments shall meet the Contracting Authorities Personnel's wishes with regards to counsellors of the same gender and if possible, race and religion.
- 3.6.11 Where Contracting Authorities personnel contact the service for reasons relating to concerns around protected characteristics (e.g. microaggression), the supplier should proactively offer a choice of an appropriate counsellor.
- 3.6.12 The Supplier shall provide where required, a fully accessible, secure online counselling service. The Supplier shall ensure that the Service can also be accessed by Contracting Authorities Personnel who are posted overseas. This shall be agreed at Call Off stage.
- 3.6.13 The Supplier shall assess Users requirement for prolonged counselling or psychotherapy before the final session of counselling has been completed and make a facilitated referral to NHS/specialist agencies. The Contracting Authorities shall not meet the costs resulting from these referrals.
- 3.6.14 The Supplier shall provide UK based or overseas based face-to-face counselling and therapeutic interventions if required by Contracting Authorities Personnel which shall be agreed at the time of provision.
- 3.6.15 The Supplier shall agree overseas based counselling Charges in advance with Contracting Authorities.

3.7 Case Management

- 3.7.1. The Supplier shall have a documented case management process in place. If Contracting Authorities Personnel receive Services following an initial triage the Supplier shall create a case record to track that all Services provided to the Contracting Authorities Personnel are appropriately delivered and managed in accordance with the case management process.
- 3.7.2. The case management process shall include as a minimum:
- How cases are recorded;
 - What treatment has been recommended and provided;
 - How cases are monitored;
 - How cases are followed up;
 - Processes to ensure any Contracting Authorities Personnel with workplace adjustments are effectively supported;
 - How cases are managed and handed off between the different Services provided by the Supplier;

- How cases are closed, including the approval process for closure; and
- How the outcome of a case is measured, specifically in terms of benefits, success and failure.

3.7.3. The Supplier shall provide case notes and reports to Contracting Authorities Personnel, in alternative formats where required, or upon request of the Contracting Authorities Personnel.

3.8 Trauma and Critical Incident Support

3.8.1. The Supplier shall provide telephone, video and face-to-face trauma and critical incident support Services for Contracting Authorities Personnel, who may have been subject to an incident in or outside the workplace. Examples of situations where such support may be required include but are not limited to:

- Colleagues affected by a death in service;
- terminal illness within the team;
- Exposure to expressions of suicidal ideation;
- major incident response.

3.8.2. The Supplier shall agree with Contracting Authorities the circumstances when such Services are appropriate and have clear processes for triggering and managing such Services. A Critical Incident Management Plan (including the activation process) should be provided to Contracting Authorities at call-off. The Supplier shall report all requests for such Services in writing to the Contracting Authorities.

3.8.3. The Supplier shall ensure that appropriately skilled or qualified Supplier Personnel are available twenty four (24) hours, seven (7) days a week, and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days a year for the 2024 'leap year' to provide trauma or Critical Incident Services. Contracting Authorities should be made aware of how to notify the supplier of critical incidents which may affect their personnel at any time.

3.8.4. The Supplier shall provide the Services in line with the National Institute for Health and Clinical Excellence (NICE) Guidelines for Post-Traumatic Stress Disorder (2018).

3.8.5. The Supplier shall provide Users with access to designated telephone support within two (2) hours of the Services being invoked.

3.8.6. The Supplier shall make available, when requested by Buyers, relevant Supplier Staff on site at the Buyer's premises or other specified location within forty-eight (48) hours (or as defined by the Buyer) on notification of the request for trauma and critical incident Services to provide Users with debriefing and/or counselling Services. Supplier's ability to provide this service and arrangements will be confirmed within twenty-four (24) hours of the request.

3.8.7. Suppliers shall provide UK wide coverage, including remote locations. Overseas requirements will be agreed with the Contracting Authorities at Call Off stage.

3.8.8. The Supplier shall provide a Service which includes, but is not limited to, support for:

- Contracting Authorities Personnel involved in or witnessing serious and untoward incidents at work, over and above what would normally be expected in the workplace; this may include, for example violence, witnessing extreme self-harm, deaths by suicide, modern slavery, people trafficking, dealing with vulnerable people in challenging environments, verbal abuse and threatening behaviour;
- Users who have been exposed to a traumatic incident of national interest;
- Contracting Authorities Personnel undertaking sustained high pressure emergency response work which might be outside of normal duties or working hours including, but not limited to, national/ local disasters, flooding, notifiable disease;
- Contracting Authorities Personnel who have been carrying out or supporting the emergency services in trauma and/or critical incidents;
- Groups of or individual Contracting Authorities Personnel when more than one Contracting Authorities Personnel has been involved in or witnessed a violent incident, fire or major accident or fatality; and
- Contracting Authorities Personnel within a team or location where a team member has taken their own life.

3.8.9. The Supplier shall provide trauma and critical incident support which shall include, but not be limited to the following:

- Individual counselling for Contracting Authorities Personnel;
- Group support for Contracting Authorities Personnel;
- Counselling assessment and recommendation reports for further Services;
- Assistance in accessing local resource networks for support and advice and/or updates of the situation;
- Managing follow up support for Contracting Authorities Personnel;
- Appropriate information and guidance for managers supporting affected Contracting Authorities Personnel;
- Running trauma and/or critical incident debriefing sessions for groups of Contracting Authorities Personnel affected by such incidents; and
- Providing other outcome-focussed therapies for example EMDR, where appropriate.

3.8.10. The Supplier shall provide a post-critical incident report to the Contracting Authority at a timescale agreed with the Contracting Authority when the service is invoked. The report should detail the support delivered, outcomes, details of any follow up action, including facilitated referrals to NHS or other sources of support.

3.9 Consultancy and clinical supervision

3.9.1. The Supplier shall provide a consultancy and clinical supervision Service delivered by Supplier Staff with specialist knowledge, where requested by Contracting Authorities in order to build a preventative, proactive approach to health and wellbeing. This should align to current agreed clinical best practice. This will include but not be limited to:

- Advice to Mental Health First Aiders/Advocates/Wellbeing supporters/Mental Health Networks, employee led networks or support groups;
- Provision of project managers to support specific projects and co-ordinate defined research activities;
- Quality assurance of Contracting Authorities HR policies, processes, products and materials;
- A programme of regular clinical supervision for Users, as defined by the Contracting Authority at Call-Off, who are in specific “at risk roles”; and
- The provision of suitably qualified, skilled or experienced Supplier Staff to attend an employment tribunal to provide support or to act as a witness where requested by the Contracting Authority.

3.10. Education, Support and Training

3.10.1. The Supplier shall provide a programme of education, support and training to Contracting Authorities Personnel in relation to general health and wellbeing, which reflects and/or includes mental health, musculoskeletal and healthy lifestyle.

3.10.2. The programme shall be aimed at the prevention of mental/physical ill health and be highly proactive to positively encourage behaviour change.

3.10.3. The programme shall coincide with national and local health and wellbeing campaigns and shall be aimed at the prevention of mental / physical ill health and encourage employee behaviour change.

3.10.4. The Supplier shall ensure policy changes and such material, provided by Contracting Authorities, shall be included in the relevant programme.

3.10.5. The Supplier shall ensure that education, support and training is also available and suitable for the audience.

3.10.6. The Supplier shall include the following subject areas, but not be limited to:

- Resilience;
- Mindfulness;
- Identifying stress and its causes;
- Lifestyle risks;
- Fatigue / sleep problems;

- Mental health stigma;
- Mental Health Awareness
- Substance abuse;
- Work / life balance;
- Gender reassignment;
- Perimenopause and Menopause;
- Retirement;
- Trauma
- Coping with change, including large-scale international events (eg pandemic); and
- Mental Health for Line Managers

- 3.10.7. The Supplier shall deliver the programmes using a variety of communication methods, for example posters, leaflets, audio, online, webinars, seminars, workshops and televisual and shall tailor these to meet the needs of the Contracting Authorities.
- 3.10.8. The Supplier shall ensure the content of any programme shall be based on material readily available by the Supplier and tailored where required for the Contracting Authorities.
- 3.10.9. The Supplier shall provide wellbeing information (eg newsletters) within a planned programme to be approved in advance by the Contracting Authorities. All health promotion materials shall reflect that of wider government health policy published by the Department of Health and Public Health England and reflect clinical best practice.
- 3.10.10. The Supplier shall embed programme materials within their Employee Assistance Programme online portal and mobile applications.
- 3.10.11. The Supplier shall seek feedback on the quality of training and education content delivery to ensure continuous improvement of materials and delivery. The Supplier shall share evaluation feedback with the Contracting Authority.

3.11. Publicity and Promotion of the Service

- 3.11.1. The Supplier shall work with the Contracting Authorities to agree a series of on-going publicity and general promotional material and initiatives throughout the term of the Call Off contract to highlight awareness of the Services and encourage uptake and use of the Services by Contracting Authorities Personnel. This may include, but not be limited to:
- Quarterly EAP awareness webinars
 - Engagement with EDI (Equality, Diversity and Inclusion) networks to ensure all employees are aware of and feel confident in contacting the EAP
 - Annual stakeholder engagement programme

- 3.11.2. For general promotion of the Services, which does not require on-site seminars the Contracting Authorities shall not be charged for such Services. Any material shall be agreed in advance by the Contracting Authorities and contain branding specific to the Contracting Authorities if required.
- 3.11.3. The Supplier shall be required to market and promote the programme and provide unlimited promotional material, at no additional cost, to the Contracting Authority throughout the life of the Contracting Authority's contract. The Contracting Authority shall agree any material in advance.
- 3.11.4. The Supplier shall provide a range of marketing tools designed to appeal to all groups of employees. This shall include information for new employees, guidance on how to use the Employee Assistance Programme Portal, the features that are available and how to access the Service, including the App if available to Users.
- 3.11.5. The Supplier shall conduct site visits to Contracting Authorities office locations in order to promote the services in accordance with industry practice. The Supplier may also be required to attend promotional events and road shows at the
- 3.11.6. Contracting Authorities request.

3.12. Bullying, Discrimination and Harassment Support

- 3.12.1. The Supplier shall provide advice and support on bullying, discrimination and harassment. The Services provided by the Supplier shall be via the standard telephone advice line.
- 3.12.2. The Supplier shall provide support and advice to Contracting Authorities Personnel experiencing bullying, discrimination and harassment in the workplace, including those involved in formal action. The Services shall be supported by specific materials such as leaflets and posters, which Contracting Authorities shall distribute accordingly.
- 3.12.3. The Supplier shall provide a listening Service for Contracting Authorities Personnel and the Supplier shall signpost Contracting Authorities Personnel to internal Contracting Authorities support mechanisms, personnel and policy/procedural for further advice and guidance. The Supplier shall not give advice on the individual Contracting Authorities policies and procedures.
- 3.12.4. The Supplier shall provide the Contracting Authorities with a written recommendation for additional counselling Services where the Contracting Authorities Personnel requires additional counselling, but they have already received the maximum number of counselling sessions for an unrelated reason.
- 3.12.5. The Supplier shall provide no additional counselling Services unless approved in writing by the Contracting Authority.
- 3.12.6. The Supplier shall not act as an advocate for any Contracting Authorities Personnel in grievance cases connected with discrimination, harassment and bullying.

3.13. Whistleblowing Service

- 3.13.1. The Supplier shall provide a specified Freephone telephone helpline number if requested to do so by Contracting Authorities for advice and support on whistle blowing.
- 3.13.2. The Supplier shall ensure that they obtain copies and comply with Contracting Authorities whistleblowing policies and procedures and contact details of appointed teams.
- 3.13.3. The Supplier Staff shall take all relevant details of whistleblowing incidents reported to assist Contracting Authorities appointed teams with further investigation of the incident by;
- Recording full details of each whistleblowing incident in accordance with Contracting Authorities whistleblowing policies to assist Contracting Authority's appointed teams with further investigation of the incident;
 - Report the call to the Contracting Authority within one (1) working day of the incident being reported; and
 - Direct Users to the internal designated Contracting Authorities team for further advice and guidance where appropriate.

3.14. Mediation

- 3.14.1. The Supplier shall provide independent mediation Services upon request of a Contracting Authority within 2 weeks of receiving agreement. Where the Contracting Authority has an in-house mediation service, the Supplier shall first direct Contracting Authorities Personnel to these services. Any agreement reached in mediation shall be documented by the Supplier and agreed by all Parties.
- 3.14.2. The Supplier shall agree with the Contracting Authorities the number of mediation sessions to be offered for each mediation case and the premises where the mediation Services will take place.
- 3.14.3. Any agreement reached in mediation shall be documented by the Supplier and agreed by all Parties.
- 3.14.4. The Supplier shall provide mediation Services Monday – Friday between 08:00 and 18:00, unless otherwise agreed in advance with the Contracting Authorities.

3.15. Coaching Services

3.15.1. The Supplier shall provide individual and group Coaching Services (e.g. career coaching and Manager coaching) to Contracting Authorities on specific areas of concern or organisational issues.

3.15.2. Contracting Authorities shall provide details of the requirements of Coaching Services at Call Off contract stage.

3.16. **Therapeutic Interventions**

3.16.1. The Supplier shall provide therapeutic interventions, which shall be required under specific criteria.

3.16.2. Contracting Authorities shall inform the Supplier at Call-Off stage whether this Service is required and will provide criteria for referral. The Contracting Authorities Occupational Health Service may also provide therapeutic Interventions.

3.16.3. The Supplier shall carry out an initial psychological assessment of the User within forty-eight (48) hours of referral to provide the most clinically appropriate therapeutic intervention.

3.16.4. The Supplier shall be able to provide the following therapies:

- Cognitive Behavioural Therapy (CBT);
- Trauma Focussed CBT;
- Eye Movement Desensitization and Reprocessing (EMDR); and
- Other approved and clinically appropriate specialist interventions.

3.16.5. The Supplier shall:

- Arrange the first counselling session appointment within forty-eight (48) hours of agreeing that a therapeutic intervention is an appropriate form of treatment;
- Ensure the first session of the therapeutic intervention takes place within five (5) days of referral;
- Provide a fast-track referral option where circumstances require a therapeutic intervention session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) days of first referral;
- Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;

- Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards;
- Provide immediate telephone counselling support and/or forward Contracting Authorities Personnel immediately to emergency NHS Primary Care/A&E where a User is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm; and
- Provide the first virtual / face-to-face therapeutic intervention session for urgent cases within twenty-four (24) hours of first contact.

3.16.6. Where such therapeutic intervention Services are recommended by the Supplier for a User the maximum number of sessions shall be agreed and approved between the Supplier and Contracting Authorities prior to commencement.

3.16.7. The Supplier shall ensure that they have access to a comprehensive UK wide network of counsellors available to deliver these Services.

3.16.8. The Supplier shall ensure that premises are appropriate, safe and offer adequate levels of privacy to Users, if they provide face-to-face therapeutic intervention away from the Users normal place of work.

3.16.9. The Supplier shall provide appointments within a reasonable travelling distance of the User's home, but no more than one hour's travelling distance by public transport, from the User's home office location.

3.16.10. The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to Users who are disabled, including disabled parking.

3.16.11. The Supplier shall ensure that all appointments shall meet the User's wishes with regards to counsellors of the same gender and if possible, race and religion.

3.16.12. The Supplier shall provide where required, a fully accessible, secure online therapeutic intervention Service. The Supplier shall ensure that Users who are posted overseas can also access the Service. This shall be agreed at Call Off stage.

3.16.13. The Supplier shall facilitate a referral to NHS/specialist agencies outside any contracted Services to Users requiring prolonged counselling or psychotherapy. The Contracting Authority shall not meet the costs resulting from these referrals. The Supplier's Staff shall not offer Contracting Authorities Personnel private counselling or therapy.

3.16.14. The Supplier shall provide overseas based face-to-face therapeutic interventions if required by Users which shall be agreed at the Call-Off stage.

- 3.16.15. The Supplier shall agree overseas-based therapeutic intervention Charges in advance with the Contracting Authority.

3.17. Structured Professional Support

- 3.17.1. The Supplier shall provide Structured Professional Support to Contracting Authorities where required. This support will take the form of individual and group sessions.
- 3.17.2. The Supplier shall focus the sessions on enabling the development of healthy coping strategies for Contracting Authorities Personnel to manage stress and mitigate the professional impact of the working environment.
- 3.17.3. Contracting Authorities shall work closely with the Supplier at Call Off Contract stage to agree the aims and objectives of the sessions and the authorisation process for booking sessions, the numbers of sessions to be delivered and the timeline of support for Users.
- 3.17.4. The One to One sessions shall:
- last up to 1 hour at a time and be delivered at the Users place of work;
 - be delivered by a qualified professional who will understand the User's role and their organisation;
 - be confidential and focus on work related issues and the emotional effect on the User and cover areas of impact, for example, wellness, fatigue and burn out and the pressures of working in a stressful or traumatic environment;
 - provide feedback on coping and resilience strategies for the User;
 - not cover personal issues, however, should they be raised by the User signposting will be provided to other services; and
 - be evaluated by the User and the anonymised feedback will be provided to the Contracting Authority.
- 3.17.5. The Group sessions shall:
- be with a group of Users in their workplace. The maximum number will be agreed at Call Off Contract stage;
 - last up to at least 2 hours for smaller groups or up to at least 3 hours for larger groups. Timings will be agreed at Call Off Contract stage;

- be delivered by a qualified professional who will understand the Users roles and their organisation;
- be confidential and may be based on a theme provided by the Users line manager(s), organisation or Users; and/or based on an anonymised case/scenario;
- cover areas of impact on the Users work such as: wellness, fatigue and burn out; pressures of working in a stressful or traumatic environment;
- provide feedback to the group on coping and resilience strategies for Users;
- not cover personal issues, however, should they be raised by Users they will be signposted to other services;
- be evaluated by the User and the anonymised feedback will be provided to the Contracting Authority.

3.17.6. The Supplier shall agree outcome measures with the Contracting Authority at Call Off stage but may include, and shall not be limited to,

- Users will recognise and validate the impact of their work on them;
- Users will understand the triggers that evoke difficult emotional responses;
- Users will be able to identify strategies to manage these triggers;
- Users will understand and identify factors in their work which have the potential to deplete their resilience;
- Users will be able to recognise the importance of building resilience to work effectively; and
- Users will be able to effectively implement strategies to build resilience.
- The Supplier shall agree with the Contracting Authority at Call Off the format of Management Information for this Service.

3.18. Interactive Health Kiosks

3.18.1. Defra group wishes to encourage healthy lifestyles in their Personnel and aims to provide the opportunity of annual health checks to all. The supplier should support this aim by proactively offering solutions to meet this need. This should include, but not necessarily be limited to, the Supplier:

- supporting Contracting Authorities with their annual health kiosk tour by transporting, installing and maintaining interactive health kiosks on the specified Contracting Authorities premises, where requested to do so.
- discussing and agreeing the most cost-effective route for the kiosk and shall work with the Contracting Authorities to promote the health kiosks. The Contracting Authority will provide a list of sites to be visited each year. These will be across the UK and may consist of around 60 sites
- enabling Contracting Authorities Personnel to take an immediate and confidential snapshot of their health and provide a mechanism to track and monitor changes between tests. providing a digital platform to allow Contracting Authorities Personnel to check and log their health metrics between kiosk visits. This should also be available to Contracting Authorities Personnel who don't have access to a health kiosk but who wish to log and monitor their health data.
- signposting Contracting Authorities Personnel to further sources of support via the health kiosk and digital platform and informing the Contracting Authorities Personnel if they should contact a health professional.
- enabling users to test, via the interactive health kiosk, at a minimum, blood pressure, body mass index (BMI), weight and heart rate.
- providing the Contracting Authority with anonymised management information from the interactive health kiosks about the numbers of Contracting Authorities Personnel who have used the interactive health kiosks, the specific Services used by the Contracting Authorities Personnel and trends of results that the Contracting Authority can use to inform health promotion planning.
- being responsible for the full maintenance and repair cover of the interactive health kiosks.

4. ADDITIONAL NON-MANDATORY SERVICES:

- 4.1. The Supplier shall on request deliver additional mindfulness/well-being services to the Contracting Authority for day to day use by Contracting Authority Personnel such as, but not limited to, additional mobile applications. Such services should be separate preventative services and any individual assessments or treatment should be delivered under the mandatory requirement. The additional services may sign post to the core Employee Assistance Programme where need for additional support such as counselling services are identified by algorithms/use within the application.
- 4.2. The additional services should not merely duplicate the services and/or materials available in the mandatory requirement that forms part of the core service. Any mobile applications or online services should not rely on Supplier Staff to be used by Contracting Authority Personnel (other than for maintenance, resolving technical issues and uploading content). Contracting Authority Personnel should be able to use digital services such as mobile applications independently 24 hours of the day, 7 days of the week.

- 4.3. The scope of the available additional services and suitability for the Contracting Authority, including from a security perspective, should be discussed with the Contracting Authority prior to call-off.

5. PREMISES AND ACCESS TO SERVICES:

- 5.1. The Supplier shall ensure when delivering Services on the Contracting Authorities premises that the accommodation is suitable for the Services.
- 5.2. The Supplier shall agree with Contracting Authorities any equipment required for the delivery of on-site Services.
- 5.3. Where the Supplier shall be responsible for the provision of such equipment and the Supplier shall provide the Contracting Authorities with all requirements of premises in order that the equipment can be correctly installed and maintained.
- 5.4. The Supplier should note that the WIFI may be inconsistent across the Contracting Authorities' premises.
- 5.5. The Supplier shall ensure that access to premises is requested from Contracting Authorities in advance of Services being performed to allow for any additional security clearance, which may be required.
- 5.6. The Supplier shall provide mobile units and all necessary equipment and Supplier Personnel where the Services are required to be delivered from such facilities. The Services may also be required for Contracting Authorities Personnel based in remote locations, or where the Contracting Authorities are unable to provide suitable accommodation.
- 5.7. The Supplier shall ensure that face-to-face Services which are required away from the Contracting Authorities normal place of work are conducted on premises that are appropriate, accessible, safe and offer adequate levels of privacy for Contracting Authorities Personnel.
- 5.8. The Supplier shall ensure that appointments take place in suitable Supplier premises within a reasonable travelling distance of the Contracting Authorities Personnel's home, but no more than one hour's travelling distance by public transport, from the Contracting Authorities Personnel's office location.
- 5.9. The Supplier shall ensure, if requested by the Contracting Authorities Personnel, that Supplier Personnel of the same gender and, if possible, race and religion shall carry out the consultation.
- 5.10. The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to disabled Contracting Authorities Personnel, including disabled parking.

6. SERVICE IMPLEMENTATION:

- 6.1. The Supplier shall, for each Call-Off Contract, appoint a suitably skilled and experienced implementation team with a named implementation manager. The Supplier shall

provide the name of the implementation manager to the Contracting Authority within 5 working days of the award of the Call-Off Contract. The implementation manager shall work with the Contracting Authority on a daily basis to agree and deliver an implementation plan.

6.2. The Supplier shall provide implementation support for Contracting Authorities at Call Off stage, which shall include as a minimum, but not be limited to:

- A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies;
- Work with Contracting Authorities to gain an understanding of health and wellbeing strategies, working practices and processes in each organisation.
- Work with Contracting Authorities to set up systems and processes to support the delivery of the Services. This will be required at individual Contracting Authorities level as well as contract-wide;
- Work with the Contracting Authorities to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Personnel;
- A communications strategy to ensure Contracting Authorities are kept informed at key stages during the transition of Services;
- Work with the incumbent Suppliers to ensure a seamless transfer and continuity of Services.

6.3. The Supplier shall provide Contracting Authorities with a process flow and description of how appropriate Services are managed, from the point of contact through to case management and resolution as part of their implementation plan. These processes shall be approved in advance by Contracting Authorities.

6.4. The Supplier shall ensure that where Contracting Authorities have separate contracted provision for occupational health services, the Supplier shall work with other Contracting Authorities contracted Suppliers to deliver a seamless and joined up approach across the Service.

6.5. The Supplier shall establish a project team, which is responsible for the implementation of the Services.

7. EQUALITY, DIVERSITY AND INCLUSION:

7.1. The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.

7.2. The Supplier shall ensure Supplier Personnel are trained in such legislation as required in the provision of the Services. The delivery of Services shall be accessible to Contracting Authorities Personnel, and shall include as a minimum:

- Provision of written reports in alternative formats where required or upon request of the Contracting Authorities Personnel or line manager;

- Telephone services to support Contracting Authorities Personnel with hearing or speech difficulties;
 - Services for Contracting Authorities Personnel whose first language is not English and who may request or require language support;
 - Access to Supplier premises for face-to-face appointments shall be disability friendly, where required to be so. Where this is not possible alternative arrangements shall be made in advance of any appointments; and
 - Provision of disabled parking at Supplier premises, where required.
- 7.3. The Supplier shall meet or be working towards meeting the content accessibility standards WCAG 2.0 AA (in line with central Government standards. For further information see [REDACTED])
- 7.4. The Service shall be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations to ensure that all staff have equal access to the Services. Further information is available at [REDACTED]
[REDACTED]
- 7.5. Beyond legal compliance, the Supplier will behave in a manner that demonstrates they value and respect the diversity of our people. All Supplier personnel will be trained in supporting concerns around protected characteristics (e.g. microaggression). They will seek to create an inclusive environment where everyone has access to employee assistance services.

8. MANDATORY REQUIREMENTS: SUPPLIER ACCREDITATION, SECURITY AND STANDARDS

8.1. Supplier Accreditation

- 8.1.1. The Supplier shall be accredited by the British Association for Counselling and Psychotherapy (BACP).
- 8.1.2. In addition to BACP accreditation, Supplier organisations and Supplier Personnel shall hold accreditation from one or more of the following recognised bodies:
- British Psychological Society;
 - British Confederation of Psychotherapists;
 - British Association for Behavioural and Cognitive Therapies (BABCP);
 - UK Council for Psychotherapy (UKCP);
 - Health and Care Professionals Council (HCPC);
 - Nursing and Midwifery Council (NMC);

- General Medical Council (GMC); and
- COSCA (Counselling & Psychotherapy in Scotland).

8.2. Security

8.2.1 On contract award the Supplier shall engage with our Defra Group Security team to undertake a Supplier Security Risk Assessment.

8.2.2 Any actions arising from this assessment should be completed in the timescales agreed with Defra Group Security.

8.2.3 As a minimum requirement the Supplier must

- demonstrate any security certification (eg ISO27001, Cyber Essentials Plus) and provide independent certificates for validation.
- provide a security management plan referencing their security policies and procedures.
- ensure that all staff with access to Authority information, data or systems are vetted to appropriate standards (minimum BPSS or national equivalent with elevated clearance levels for certain administrative role types to be agreed with the Authority)
- identify all third parties involved in the supplier's service, detail the services they provide and provide evidence that they will meet the same security standards of the Supplier
- comply with the Defra Security Assurance process (process can be provided on request).
- provide details of the incident management process relating to security incidents involving Authority information, data or systems.
- provide details of the vulnerability management process relating to the systems processing or hosting Authority information as part of the supplier's service.
- agree to, and provide support for, an IT Health Check of the service carried out by an independent 3rd party under the NCSC CHECK Scheme prior to go live and at agreed intervals throughout the life of the Service. Vulnerabilities discovered as part of this activity will be remediated in line with Authority risk appetite. The latter can be provided on request.
- make the Contracting Authorities aware of any significant changes to the service. Such changes might include re-hosting, architectural changes, major code changes or changes to support arrangements.
- provide details on how the service is segregated from other customers so that the Authority can determine whether the service is adequately protected.
- provide details on how they will manage access control to ensure that access to Authority data is limited to only that required for users to perform their roles.
- provide evidence of management of the integrity of the service data, e.g. after a service outage.
- evidence of monitoring for unusual activity and maintenance of records of events for future analysis and make available any logs and audit data relating to the service if required by the Authority.

- confirm that data will only be stored and processed for its intended purpose and that the storage and processing will comply with relevant legislation.
- confirm that the service will be capable of supporting data up to a maximum protective marking of OFFICIAL with the “SENSITIVE” handling caveat.
- that system data will not be shared with any other party without prior approval and that only the minimum data will be shared to meet the approved needs.
- confirm that passwords and account management capabilities of the Service meet the criteria set out in the Authority's Password Policy.
- detail any international supply chains upon which the service is dependent, to include software, hardware and/or services.

8.2.4 All access to the service by Supplier staff must be logged and stored securely for an agreed period should analysis of this information be required.

8.2.5 The Supplier shall not charge a premium to Contracting Authorities for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by Contracting Authorities.

8.3. HMRC/Tax Compliance

- 8.3.1. All Services must comply with Her Majesty's Revenue and Customs Employment Income Manual EIM21845 and EIM20504.
- 8.3.2. Contracting Authorities are responsible for ensuring employee and employer tax liability for Services, which attract tax.

9. MANDATORY REQUIREMENTS: SUPPLIER PERSONNEL

9.1. Supplier Personnel

- 9.1.1. The Supplier shall ensure that all Supplier Personnel are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.

9.2. Patient Confidentiality and Anonymity

- 9.2.1. The Supplier shall ensure that Supplier Personnel are aware of the following:

- Factual, contemporaneous and legible medical records shall be maintained for all Contracting Authorities Personnel using the Services; and
- Reports produced on Contracting Authorities Personnel can be disclosed to that Contracting Authorities Personnel on request in accordance with the General Data Protection Regulation 2018.

- 9.2.2. The Supplier shall ensure Supplier Personnel are trained in all applicable law relating to patient confidentiality and the Supplier shall provide evidence of such training on request to Contracting Authorities.

9.3. Qualifications

- 9.3.1. The Supplier shall ensure all Supplier Personnel who provide counselling Services shall:

- Have a Diploma in Counselling or equivalent;
- Comply with the BACP Ethical framework for good practice in Counselling and Psychotherapy 2012;
- Have experience of delivering short term counselling;
- Have 450 hours of counselling experience post qualification;
- Undertake regular supervision by a qualified counselling supervisor in line with BACP guidelines;
- Hold membership or accreditation with one or more of the registered bodies listed in section 4.1.2; and
- Ensure therapists delivering therapeutic Services meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies (The British Association for Behavioural and Cognitive Psychotherapies, EMDR UK & Ireland Association and the British Association for Counselling and Psychotherapy).

- 9.3.2. The Supplier shall ensure that Supplier Personnel who provide mediation Services comply with the standards and ethics of the Civil Mediation Council (CMC) and shall have an accredited mediation qualification.

9.4. Training

- 9.4.1. The Supplier shall ensure that all Supplier Personnel undertake Continuing Professional Development (CPD).

- 9.4.2. The Supplier shall provide adequate supervision and support, where newly qualified Supplier Personnel provide the Services, including a designated qualified mentor.

- 9.4.3. The Supplier shall ensure all Supplier Personnel who provide Services shall:

- Be appropriately trained in the Contracting Authority's key processes and policies as provided by the Contracting Authority;
- Be trained in the Supplier's processes, procedures and policies, including those which have been agreed between the Supplier and the Contracting Authority;
- Be trained in the counselling and advice Services that are offered and/or available and have access to a database of such Services so that Contracting Authorities
- Personnel who use the Services can be triaged appropriately and signposted to the relevant Services; and
- Undergo, at a minimum, annual training which shall include training on any changes to the above and refresher training.

- 9.4.4. The Supplier shall keep a record of such training and provide evidence of training and/or qualifications on request to the Contracting Authorities.

9.5. Personal Security and Vetting

- 9.5.1. The Supplier shall ensure that Supplier Personnel having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Supplier Personnel having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at: <http://www.gov.uk/government/publications/security-policy-framework>.
- 9.5.2. The Supplier shall ensure that all Supplier Personnel have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate. The Supplier shall ensure this is completed prior to the involvement of Supplier Personnel in the delivery of the Services under this Framework Agreement.
- 9.5.3. The Supplier shall provide details of its Supplier Personnel security procedures to Contracting Authorities.

9.6. Supply Chain Management

- 9.6.1. This section describes the supply chain mandatory requirements the Supplier shall comply with throughout the Framework Agreement, and the term of any Contracting Authorities Call Off contracts. This is in addition to the obligations set out in Framework Clause 25.
- 9.6.2. The Government is committed to making sure that small and medium-sized enterprises (SMEs) have access to Government contract opportunities. Suppliers shall be required to make this Framework Agreement and any Call Off contracts as accessible as possible to ensure that the most appropriate Sub Contractors are part of their supply chain and shall proactively support the Government's SME agenda whilst delivering a quality service and ensuring that value for money is achieved.
- 9.6.3. The Supplier shall proactively encourage SME's to become part of their supply chain.
- 9.6.4. The Supplier shall ensure that they exercise due skill and care in the appointment and selection of any Sub Contractors (including associates/partners).
- 9.6.5. The Supplier shall ensure that all Sub Contractors appointed have the technical and professional resource and experience to unreservedly deliver in full all the mandatory Service requirements set out in this Framework Agreement Schedule 2.
- 9.6.6. The Supplier shall be responsible for managing and monitoring the on-going performance of any Sub contractors appointed and ensure they have a process in place to deal with any issues with under and non-performance of appointed Sub contractors.
- 9.6.7. The Supplier shall formalise relationships with Sub Contractors and manage any Sub Contractors in accordance with Industry Good Practice.

10. MANDATORY REQUIREMENTS: CONTRACT MANAGEMENT**10.1. Call Off Contract Management**

- 10.1.1. The Supplier shall appoint an Account Manager for the Contracting Authority within 5 days of the Call Off Contract commencement date, providing name and contact details, to ensure that the requirements of the Call-Off Contract are met. The Account Manager shall have relevant industry experience. The Account Manager shall have a detailed understanding of the framework and Call off Contract, sufficient capacity and have experience of managing contracts of a similar size and complexity.
- 10.1.2. The Account Manager and their team will need to develop an understanding of each Contracting Authority's business, culture and ways of working.
- 10.1.3. Supplier shall have measures in place to ensure any periods of annual leave or any unplanned absence are covered.
- 10.1.4. The Account manager shall have a detailed understanding of the Framework and Call Off contract and shall have experience of managing contracts of similar size and complexity.
- 10.1.5. The Supplier shall clearly communicate any change to the Account manager to Contracting Authorities, ensuring a full handover takes place.
- 10.1.6. The Supplier shall promote, deliver and communicate transparency of pricing and savings when requested by Contracting Authorities.
- 10.1.7. The Account Manager shall hold quarterly operational service management review meetings with the Contracting Authorities as agreed at the Call-Off Contract and/or implementation Stage. The content of these meetings shall include:
- performance Monitoring reporting in accordance with Call-Off Schedule 14 (including reasons for any non-performance and any remedial action);
 - portal maintenance, up-grades, up-dates and downtime;
 - details of all complaints including nature of complaint, action taken and timescale;
 - promotion activities undertaken and planned;
 - external market trends, including analysis of how the Contracting Authority could benefit from such trends, including a cost analysis of any such changes; and
- proposed improvements to Services, including but not limited to, technology changes, reducing DNAs, administrative changes, Charges and new ways of working. Such proposals shall include an impact assessment of such changes.
- 10.1.8. During implementation and for 6 months after implementation, the Account Manager should hold virtual service review meetings on at least a monthly basis. The content and frequency of these meetings will be agreed at implementation.

- 10.1.9. The Supplier shall participate in Contract Management meetings (including face to face) at no additional cost to Contracting Authorities
- 10.1.10. The Supplier shall provide contact details of Supplier Personnel responsible for managing the Call Off contract if they differ to the Call Off contract manager.
- 10.1.11. The Supplier Account manager shall escalate any issues that cannot be resolved between Contracting Authorities and the Supplier to the Authority.
- 10.1.12. The Supplier Account Manager will ensure queries about the contract or provision of services (not complaints) are acknowledged within 1 (one) day and updates on progress at intervals of 5 (five) working days, until a full satisfactory answer has been agreed.

10.2. Service Levels and Service Credits

- 10.2.1. The Supplier and Contracting Authorities shall agree Service Levels, Service Credits and Performance Monitoring at the Call Off stage.
- 10.2.2. Annex 3 (Service Levels and Services Credits) of this specification of requirements which is for information only, provides baseline Service Levels that Contracting Authorities may implement at the Call Off stage.
- 10.2.3. Where this Annex 3 applies, the relevant Call Off Contract Clauses and Call Off Contract Schedule 6: Service Levels, Service Credits and Performance Monitoring Part A: Service Levels and Service Credits shall be amended in accordance with this Annex 3 'Guidance Note to this Part A: Service Levels and Service Credits'.

10.3. Clinical Governance and Performance Monitoring

- 10.3.1. The Supplier shall conduct an annual Service review in respect of each Contract Year. The Service review shall be supported by a report that provides details of the methodology, the sampling techniques, any issues identified and remedial action to be taken.
- 10.3.2. The Supplier shall make the results available to the Authority and Contracting the Authorities.
- 10.3.3. The Supplier shall include the following in the review:
- Supplier Personnel levels are being maintained and monitored to cope with Service demands and that a Supplier Personnel resource planning process is regularly reviewed and maintained;
 - All clinical policies and procedures are being monitored and followed;
 - Supplier Personnel are professionally accredited in order to provide the Services;
 - Supplier Personnel professional qualification accreditation is monitored and maintained at organisational level; and
 - A complaints process is effectively monitored and maintained by sampling 10% of complaints and reviewing that all processes are followed, and appropriate records maintained.

- 10.3.4. The Supplier shall work with the relevant Contracting Authorities to track and report on any remedial actions identified and the Parties agree that they shall bear their own respective costs and expenses incurred in respect thereof.

10.4. Measuring Service Impact and Outcomes

- 10.4.1. The Supplier shall use published, recognised methodologies, where available and agreed in advance with the Contracting Authorities, to measure the Services at least twice in each Contract Year. The Supplier shall include, at a minimum, an assessment of the impact of the Services on:
- Contracting Authorities Personnel perception of their own health and wellbeing;
 - Contracting Authorities Personnel perception of their own stress and anxiety levels;
 - Contracting Authorities Personnel perception of their own levels of resilience; and
 - Contracting Authorities Personnel perception of presenteeism (the extent Contracting Authorities Personnel work when sick or feel obliged to work when sick) and productivity.
- 10.4.2. The Supplier shall agree the forms of clinical measures to monitor the effectiveness of the Services, in advance with Contracting Authorities and they may include but not be limited to:
- General Health Questionnaire (GHQ) (versions 12,28,30 & 60) to detect the presence of and/or assess the severity of psychiatric disorders;
 - Patient Health Questionnaire (PHQ-9) generally used to monitor the severity of depression symptoms; and
 - General Anxiety Disorder (GAD7) self-administered questionnaire used to determine presence and severity of generalised anxiety disorder.
 - Work and Social Adjustment Scale (WSAS)
- 10.4.3. The Supplier shall undertake satisfaction surveys of the Services and shall aim to get a minimum 50% response from Contracting Authorities Personnel.
- 10.4.4. The Supplier shall ensure that surveys contain questions relating to all aspects of the Services, including use of the online portal and where appropriate to incorporate measures that are included in Contracting Authorities employee surveys, which will be shared with the Supplier.
- 10.4.5. The Supplier shall design and provide such surveys to Contracting Authorities upon request at no additional charge.
- 10.4.6. The Supplier shall provide Contracting Authorities with survey results, including recommendations for Service improvements, identifying changes to Services where Contracting Authorities Personnel satisfaction has not met Contract Authorities agreed targeted results.
- 10.4.7. The Supplier shall design the content of satisfaction surveys and agree in advance with the Contracting Authorities, including specified measures to be achieved.

10.5. Strategy, Policy and Guidance

- 10.5.1. The Supplier shall provide policy and strategy advice to the Contracting Authorities. This shall include analysis of internal policies and sharing best practice from across employment sectors.
- 10.5.2. The Supplier shall work with Contracting Authorities to understand differences between organisations in the contract, including, but not limited to strategies, policies and processes.
- 10.5.3. The Supplier shall work with Contracting Authorities to understand any new policy changes, which may impact on Service delivery.
- 10.5.4. The Supplier shall identify Service trends and shall develop mitigation strategies and/or solutions in conjunction with Contracting Authorities, for example when:
- Referrals increase due to a specific problem identified;
 - Service usage patterns indicate the need for further investigation;
 - Issues of bullying/intimidation or career/job related stress increase in a specific Contracting Authorities location;
 - There is a lack of referrals / Contracting Authorities Personnel contact from a Contracting Authorities geographical area or business unit; and
 - Patterns/or concerns of presenteeism (the extent to which Contracting Authorities Personnel work when sick or feel obliged to work when sick) arise in particular parts of the Contracting Authority's organisation.
 - The Supplier shall propose changes and/or modifications to the Services in order that the Services address specific trends and/or issues, including a time plan for implementation and shall work with the Contracting Authorities to implement agreed modifications.

10.6. Complaints Process

- 10.6.1. The Supplier shall be responsible for ensuring Contracting Authority satisfaction is maintained for the duration of the Call Off Contract and work collaboratively with the Contracting Authority to resolve issues, which may affect satisfaction.
- 10.6.2. The Supplier shall have in place robust and auditable procedures for logging, in vestigating, managing, escalating and resolving complaints or problems initiated by the Authority, Contracting Authorities, and their employees. The procedure shall allow for the identification and tracking of individual complaints from initiation to resolution. Types of complaints that shall be supported in this way include, but are not limited to:
- Contracting Authorities Personnel complaints relating to delays in booking appointments of Services;
 - Contracting Authorities Personnel complaints relating to the availability of receiving the Services;
 - Contracting Authorities Personnel complaints relating to any sharing of patient Data;
 - Contracting Authorities Personnel complaints in relation to the quality of Services received;
 - Contracting Authorities Personnel complaints in relation to Services not meeting the specific needs of individuals e.g. facilities for disabled Contracting Authorities Personnel;
 - Contracting Authorities complaints relating to failure to meet agreed Service Levels; and
 - Contracting Authorities complaints in relation to invoicing and billing.

- 10.6.3. The Supplier shall acknowledge complaints made by Contracting Authorities Personnel whether verbal, formal or informal and written within one (1) day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint shall be made by the Supplier to the Contracting Authorities at intervals of two (2) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.
- 10.6.4. The Supplier shall have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from Contracting Authorities.
- 10.6.5. The Supplier shall provide Contracting Authorities with one consolidated report (per month) for the duration of this Framework Agreement capturing all customer complaints detailed by Contracting Authorities. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.
- 10.6.6. The Supplier shall provide the Contracting Authorities with a copy of the Suppliers documented complaints process.

10.7. Contracting Authorities Management Information (MI)

- 10.7.1. The Supplier shall provide the following management information, as a minimum, to Contracting Authorities, unless otherwise agreed at Call Off stage. The Supplier shall provide the management information in an Excel format as well as a PDF. Management Information should evolve to meet the Contracting Authority's requirements and to reflect any changes during the lifetime of the contract.
- 10.7.2. The Contracting Authorities will require accurate, comprehensive and robust management information to verify that Services are being delivered to the required standard, providing quality outcomes and providing value for money.
- 10.7.3. The Supplier shall ensure Contracting Authorities Personnel anonymity and confidentiality in the delivery and content of all management information.
- 10.7.4. The Supplier shall provide management information broken down as specified by the Contracting Authorities, but at a minimum this shall be at organisation, agency and business unit level and by geographical location.
- 10.7.5. Contracting Authorities may request a reasonable number of ad-hoc Management Information reports. The Supplier shall provide such management information reports at no additional charge within 5 working days of request. Where these requests relate to urgent MI in relation to Freedom of Information, Minister's questions and Parliamentary Questions will be provided within the timelines outlined for each request by the Contracting Authorities.
- 10.7.6. Contracting Authorities will, where the data is available, provide the Supplier with quarterly statistics on causes of sick absence, absence levels and average working days lost (AWDL). Contracting Authorities will supply these figures at organisational, departmental and agency level where available. Contracting Authorities will also advise the Supplier of any planned programmes of work, which may have an impact on the usage of the services, such as major transformation programmes.

10.8. **Contracting Authorities Monthly Management Information**

10.8.1. The Supplier shall provide the following **monthly** management information to individual Contracting Authorities unless otherwise agreed at Call Off stage and shall include a demographic (gender, ethnicity, age and disability) breakdown of Service usage:

General:

- Monthly and cumulative Contract Year to date Charges for the Services, including any pass through or additionally agreed Charges;
- Consolidated customer complaints report;
- Performance against agreed SLA's;
- Results of customer satisfaction surveys;
- Continuous improvement report; and
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.

Online Portal and Telephone Services:

- Analysis of hits to online portal, including sub-site breakdown information;
- Number of calls received to the telephone advice Service desks;
- Number of telephone calls requiring call-back;
- Number of telephone calls abandoned;
- Number of immediate high risk or red flag cases;
- Number of cases assessed as medium to high risk;
- Number of low risk cases;
- Analysis of problem source by work, home and/or both;
- Number of Users signposted to external organisations;

Digital, Live Chat, Apps usage

- Number of hits on the App;
- The number of Users that received or are progressing through Live Chat counselling;
- Analysis of problem source by work, home and/or both

Counselling and Other Services:

- The number of Users that received or are progressing through telephone-based counselling;

- The number of Users that received or are progressing through face to face counselling;
- The number of Users that received or are progressing through therapeutic support;
- The number of telephone counselling sessions delivered
- The number of face-to-face counselling sessions delivered
- The number of therapeutic support sessions delivered
- The average number of counselling sessions delivered per User
- Analysis of problem source by work, home and/or both;
- Analysis of Users who failed to attend booked counselling sessions;
- Average number of counselling sessions per Service received and resultant trends;
- Number of additional counselling sessions delivered;
- The number of Users outlining work related stress as a primary reason for contact;
- A breakdown of cases using the HSE Management Standards (sources of stress at work) – demands; control; relationships; role; and change;
- The number of mediation cases undertaken and in progress, including outcomes;
- The number of Health Kiosk Users by location of kiosk;
- Anonymised health Kiosk trend results that the Contracting Authority can use to inform health and wellbeing promotion planning;
- The number of Users who have used telephone support through the trauma and critical incident Service; and
- Number of planned and executed Employee Assistance Programme workshops/training programmes/seminars, listed by organisation.
- The Supplier will need to work with the Contracting Authority to understand how the Management Information may need to evolve and change during the length of the contract.

10.9. Contracting Authorities Quarterly Management Information

- 10.9.1. The Supplier shall provide the following quarterly management information to Contracting Authorities in Word or PDF format and as raw backing data (in Excel format):
- An executive summary outlining usage of the Services by Contracting Authorities and emerging trends;
 - Explanation of how the data has been collated and derived and any anomalies identified;
 - Monthly and year to date performance against SLAs;

- Period by period comparison of the data presented;
- Presentation in graphical and tabular form along with the base data, the specific format of which will be agreed on award of the Call Off contract;
- The benefits and added value the Service is providing, specifically stating what benefit the Supplier has brought to the Services both for the Contracting Authorities Personnel and commercially;
- Summary by Contract of satisfaction surveys, which shall track the Contracting Authorities Personnel's journey from engagement to resolution and identify where the Services are not meeting expected standards and plans to address these;
- Summary of Contracting Authorities Personnel complaints and identification of any trends resulting from these with a proposed Service Improvement Plan to be agreed between the parties;
- Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;
- Service hotspots in Contracting Authorities, defining where these specifically occur along with service improvement plans to address such issues;
- Identification of risks, reasons and mitigating actions to manage the risks going forward; and;
- Market innovations and trends emerging in the wider employee assistance programme market including mental health, musculoskeletal and healthy lifestyle

10.10. Contracting Authority's Monthly Utilisation Data

- 10.10.1. The Supplier shall provide the following utilisation data as a minimum, to Contracting Authorities, on a monthly basis expressed as a % (percentage), unless otherwise agreed at Call-off stage.
- 10.10.2. Total Activity Use Rate – this should include all of the contact events and services provided by the Supplier, including for example all calls, live chat contacts, website hits, counselling sessions, attendees at workshops and legal/financial advice. The Contracting Authority will require this information to understand the total EAP activity and awareness levels within their organisation.
- 10.10.3. Clinical Case Use Rate - this should include the number of Users who received a clinical assessment and have one or more counselling sessions from the Supplier during the reporting period. The Contracting Authority will require this information to understand the level of usage within their organisation of this Service.
- 10.10.4. The Contracting Authority shall provide accurate headcount data to the Supplier on a quarterly basis.

ANNEX 1 – GLOSSARY

Call Off Contract Manager	means the Supplier's Contract Manager appointed to manage Contracting Authorities Contract
Contracting Authorities Personnel	means all employees specified by the Contracting Authorities at call-off
Data	means Data relating to a record which is stored on the Supplier's systems and databases.
Defra group	means the organisations which have joined to procure the EAP contract and includes the main department plus agencies and public bodies specified in this specification Section 1.2
Go Live	means an IT System or Service becoming operational.
Supplier Personnel	means the Personnel of the Supplier with whom the Contracting Authorities have entered into a Call Off contract
Service Levels	means the Contracting Authorities specified Service Level linked to specific functions which the Supplier is required to undertake as part of the Contract.
Public and Bank Holidays	means all Public and Bank Holidays which are detailed in the link below: https://www.gov.uk/bank-holidays

ANNEX 2 – JOB ROLES AND DUTIES UNDERTAKEN BY CONTRACTING AUTHORITIES' PERSONNEL

The duties undertaken by staff are multiple and varied, including but not restricted to:

- Desk based and display screen equipment and associated work, both seated and standing;
- Customer facing work, with risk of exposure to upset and/or violent people in the workplace and in third party premises and remote working locations;
- Contact with customers, staff and/or members of the public who may be expressing suicidal ideation
- Workers carrying out regulatory and enforcement activity
- Call Centre operations;
- Construction workers;
- Diving teams;
- Physical work e.g. searching people, bags, vehicles, ships and other forms of transport for smuggled goods and illegal immigrants and detaining/arresting people;
- Production areas, using appropriate equipment and some degree of manual handling;
- Operation of a fleet of boats to deter smuggling;
- Work outdoors in all seasons e.g. farms, forestry, flood defence;
- Agricultural and horticultural researchers;
- Inspections of establishments undertaking scientific procedures on live animals;
- Caseworkers dealing with images and written material of an explicit, difficult and disturbing nature;
- Front line emergency search and rescue activities;
- Driving (including blue-light and off-road);
- Laboratory workers;
- Staff working or coming into contact with biological hazards and other hazardous substances in the workplace or at third party premises including, remote working;
- Contractual Home based workers;
- Blended workers working from a variety of locations, office or home;
- Shift workers;
- Veterinarians
- Armed Personnel;
- Ship workers and sea going scientists and researchers;
- Travel and work overseas; and
- Employees undertaking emergency response work which might be outside normal duties or working hours e.g. national/local disasters, flooding, notifiable diseases

ANNEX 3: SERVICE LEVELS AND SERVICE CREDITS GENERAL PROVISIONS

- 11.1. The Supplier shall provide a proactive Call Off Contract manager to ensure that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 11.2. The Supplier accepts and acknowledges that a Service Level Failure will result in Service Credits being issued to Customers in accordance with this Part A of Call Off Contract Schedule 6.

PRINCIPAL POINTS

- 11.3. The objectives of the Service Levels and Service Credits are to:
- ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
 - provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

SERVICE LEVELS

- 11.4. Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.
- 11.5. The Supplier shall, at all times, provide the Goods and/or Services in such a manner that the Green Service Levels Performance Measures are achieved.
- 11.6. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call Off Contract Period is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:

- require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent the failure of the Service Level Performance Measure from taking place or recurring; and
- if the action taken under paragraph above has not already prevented or remedied the failure of the Service Level Performance Measure the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
- if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with this Part A of this Call Off Schedule 6; or
- If a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause. of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach)
- Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

11.7. Where failure to meet a service level performance measure in a service period is solely due to the action or non-action of Contracting Authorities personnel and if the supplier can demonstrate that this is the case, the contracting authority will discount the failure in that service period.

SERVICE CREDITS

11.8. Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of one Month during the Call Off Contract Period (the“**Service Period**”).

11.9. A “**Service Level Failure**” shall be when any of the following are reported in a Performance Monitoring Report produced in accordance with Part B of this Call Off Schedule 6:

- the Supplier’s performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;
- the Supplier’s performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods;

- the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and
 - The Supplier's performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.
- 11.10. The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 11.11. Where a Service Level Failure occurs, the percentage identified as the "Service Credit Payable" for the relevant Service Level Criterion in Annex 1 of Part A of this Call Off Schedule 6 shall be applied to the Contract Charges for the Month in which the Service Level Failure occurs and the resulting amount deducted from such Contract Charges.
- 11.12. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the invoice for the Month in which the Service Level Failure occurs.

NATURE OF SERVICE CREDITS

- 11.13. The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

BASELINE SERVICE LEVELS FOR EMPLOYEE ASSISTANCE PROGRAMMES:



Guidance Note to this Part A: Service Levels and Service Credits

The following amendments shall be made to the Call Off Contract where this Part A of Call Off Contract Schedule 6 applies.

Amendments to Call Off Contract Clauses:

- Clause 13.3 (Service Levels and Service Credits) – “Service Level Performance Measure” shall be replaced with “Green Service Level Performance Measure”.
- Clause 22.2.2(a)(ii) (Change in Law) - “Service Level Performance Measure” shall be replaced with “Green Service Level Performance Measure”.
- Clause 32.5 (Supplier Equipment) - “Service Level Performance Measure” shall be replaced with “Green Service Level Performance Measure”.

The following Definitions shall be added or amended in the Call Off Contract.

“Amber Service Level Performance Measure”	shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
“Critical Service Level”	shall be those Service Level Performance Criteria identified as critical service levels in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
“Critical Service Level Failure”	means a failure to meet a Red Service Level Performance Measure for a Critical Service Level;

“Green Service Level Performance Measure”	shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
“Red Service Level Performance Measure”	shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Failure"	has the meaning given to it in paragraph 4.2 to Part A of Call Off Schedule 6;
“Service Level Performance Criteria”	the performance criteria for achieving the Service Levels shown in Annex 1 to Part A of Call Off Schedule 6;
“Service Level Performance Measure”	A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure;

ANNEX 4 - Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel - Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
████████████████████ ████████████████████	██	██
████████████████████ ██████████████████	██	██
██████████████████	██	██
██████████████████	██	██
████████████████████	██	██
██████	██	██

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate per night
████████████████████	████
████████████████████	████
████████	████
██████	████
████████████████████	████

Annex 5 - Our Social Value priorities

Defra group expects that Suppliers will aim to deliver Social Value across the criteria set out in the CCS Framework agreement however there are two specific priorities to deliver and measure:

Environmental Sustainability: Promoting sustainable production and consumption and an improvement in environmental quality in support of the 25 Year Environment Plan

Defra group is at the heart of government action to help the natural world regain and retain good health. We want to improve the UK's air and water quality and protect our many threatened plants, trees and wildlife species.

Our environment plan sets out our goals for improving the environment within a generation and leaving it in a better state than we found it. It details how we in government will work with communities and businesses to do this.

(<https://www.gov.uk/government/publications/25-year-environment-plan>)

Fair, inclusive and ethical employment practices & skills development

All Defra Contracting Authorities strive to be diverse and inclusive organisations where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living.

Our EDI Strategy can be found at <https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024>.

Whilst the strategy is comprehensive and encompasses all areas of inclusion, we have defined a small number of specific priorities, to give greatest focus to improving outcomes in the areas where evidence from both statistical indicators and staff views suggests we most need to deliver improvement:

- Black, Asian and ethnic minority (BAME) employees
- disabled employees
- a cross-cutting priority on respect at work

Prioritising these areas is not to the exclusion of other areas of initiative such as social mobility, LGBT+, age, faith and belief. The priorities will be delivered in context of an inclusive approach which includes everyone, but resource and effort will be targeted on these three priority areas.