



## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Order Form**

Version 2

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# 1 Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

## 1 Order Form

<b>Call-Off Reference</b>	<b>DOS5 No. 19233</b>
<b>Buyer Reference</b>	<b>Project_7820(Jaggaer)</b>
<b>Call-Off Title:</b>	<a href="#"><u>Learner Data Service – Delivery Resource</u></a>
<b>Call-Off Contract Description:</b>	DfE Data Directorate are looking for a supplier who will provide delivery capabilities on the Learner Data Service data and technology projects as part of our Data Transformation Portfolio. You will provide expertise and specialism to boost capacity and enhance capability, working alongside our in-house data teams supporting delivery.
<b>The Buyer</b>	Secretary of State for Education acting through the Department for Education (DfE)
<b>Buyer Address:</b>	Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT

<b>The Supplier:</b>	Engine Partners UK LLP (The Engine Group)
<b>Supplier Address:</b>	60, Great Portland Street, London, W1W 7RT
<b>Registration Number:</b>	217328044
<b>DUNS Number:</b>	Company number <b>OC365812</b>
<b>SID4GOV ID:</b>	tender@betransformative.com
<b>Call-Off Start Date</b>	30/03/2023
<b>Call-Off Expiry Date:</b>	30/03/2024
<b>Call-Off Initial Period:</b>	1 years
<b>Call-Off Contract</b>	3 months (30 <sup>th</sup> June 2024 is the last date of the maximum

<b>Extension Period (Subject to agreement)</b>	Extension Period).
<b>Minimum Notice Period for Extensions:</b>	30 days
<b>Call-Off Contract value</b>	Up to a maximum of £2,600,000 (inc VAT)

## 1 Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [30/03/2023].

It is issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not oblige the Buyer to buy or the Supplier to supply Deliverables.

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

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

## 2 Call-Off Lot

Lot 1 and as per CCS framework Requirement definition.

## 3 Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 7 (Not Used)
    - o Joint Schedule 8 (Not Used)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data) RM1043.7

- o Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM1043.7
  - o Call-Off Schedule 1 (Not Used)
  - o Call-Off Schedule 2 (Staff Transfer)
  - o Call-Off Schedule 3 (Continuous Improvement)
  - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - o Call-Off Schedule 7 (Key Supplier Staff)
  - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - o Call-Off Schedule 9 (Security)
  - o Call-Off Schedule 10 (Exit Management)
  - o Call-Off Schedule 13 (Implementation Plan and Testing Template)
  - o Call-Off Schedule 14 (Not Used)
  - o Call-Off Schedule 15 (Call-Off Contract Management)
  - o Call-Off Schedule 16 (Benchmarking)
  - o Call-Off Schedule 18 (Not Used)
  - o Call-Off Schedule 20 (Call-Off Specification)
  - o Call-Off Schedule 25 (Ethical Walls)
  - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- CCS Core Terms (version 3.0.9)
- Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 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.

#### **4 Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract to supplement existing provisions. The Supplier will comply with the following additions:

##### **Special Term 1:**

1. All Supplier Staff working on services in relation to this Contract will need to undertake, as a minimum, a BPSS security check. Security checks relevant to

supplier staff will be indicated clearly through each Statement of Work issued under this Call-Off Contract.

2. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check, or through the vetting procedure of HMG Baseline Personnel Security Standard, or through the Disclosure and Barring Service (DBS), or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, following disclosure under this clause, is entirely at the Buyer's sole discretion.
3. The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
4. Where the Buyer decides that Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 2 and/or 3 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 2.1 of the Call-Off Contract."
5. For the purposes of this Special Term 1, 'Conviction' & 'Relevant Conviction' shall have the meanings defined below:

Term	Definition
<b>Conviction</b>	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order.
<b>Relevant Conviction</b>	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer

#### **Special Term 2:**

A latest start date will be outlined in each individual statement of work. Except for in exceptional circumstances, and as agreed with the buyer, onboarding will take place within 10 working days of a statement of work being signed or other time period as

stated in the Statement of Work.

### **Special Term 3:**

1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
2. Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis.
3. Contractors can work remotely, or from the Supplier's premises, or from the Buyer's premises.

### **Special Term 4:**

The parties agree that should the Buyer exercise its rights under clauses 14 or 15 of Joint Schedule 11 (Processing Data), to amend the data processing terms or enforce guidance from the Information Commissioner's Office, and this results in the Supplier, acting in a commercially reasonable manner, being unable to deliver the Services in accordance with such amendments, the Supplier shall have the right to terminate the Call-Off Contract on 30 days written notice without early termination liability.

## **5 Call-Off Deliverables**

We require a range of Learner Data Service – Delivery Resource capability to support the development of GDS compliant digital services, continuous improvement. A comprehensive handover from incumbent suppliers and ongoing knowledge transfer to permanent staff in DFE will be required.

Specific deliverables will be defined by each statement of work.

## **6 Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with all relevant and reasonable standards as identified through each Statement of Work by the Buyer.

## **7 Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a minimum of Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract. Any additional requirement will be determined on the basis of each statement of work to be called-off this contract.

## **8 Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£3.75**

Million

## 9 Call-Off Contract Charges (which forms part of Call-off Schedule 5)

### Charging method(s)

Capped time and materials (CTM)	X
Incremental Fixed Price	
Time and materials (T&M)	
Fixed price	
Other pricing method or a combination of pricing methods agreed by the Parties	

## 10 Reimbursable Expenses

Expenses must be pre-agreed and comply with the prevailing DfE Travel and Subsistence Policy. Any expenses shall be submitted in line with DfE standard T&S policy. Primary work location stated in SoW will not attract expenses. No parking is available on site. The Buyer reserves the right to amend the prevailing Travel and Subsistence Policy, by written notice, at any time throughout the duration of this Call-Off Contract and that amended Policy shall apply with immediate effect. (see Order Form Appendix 1 – DfE Expenses Policy)

## 11 Payment Method

<b>The method of payment for the Call-Off Contract Charges</b> (GPC or BACS)	Electronic BACS transfer.
<b>Invoice (including Electronic Invoice) details</b>	The supplier will issue electronic invoices monthly in arrears. The buyer will make payment of the invoice within 30 days of the date of a valid invoice. Invalid invoices will be rejected in their entirety and the Buyer cannot make part-payment against an invalid invoice. An invalid invoice should be credited in full and replaced in its entirety with a valid invoice.

## 12 Buyer's Invoice Address

<b>Who and where to send invoices to:</b>	Invoices must be sent to: <b>REDACTED&gt;</b> All invoices must quote the valid Purchase Order Number relating to each Statement of Work to ensure prompt payment in accordance with terms.
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<b>Invoice information required</b> – eg PO, project ref, etc.	<p>A valid invoice will:</p> <ul style="list-style-type: none"> <li>• be dated and have a unique invoice number;</li> <li>• quote a valid purchase order number;</li> <li>• include correct Supplier details;</li> <li>• specify the services supplied;</li> <li>• include the correct SOW reference;</li> <li>• be for the correct sum;</li> <li>• provide contact details for queries.</li> </ul>
<b>Invoice frequency</b>	Monthly in arrears.

### 13 Buyer's Authorised Representative

Name:	REDACTED>
Role:	Senior Responsible Owner
Phone:	REDACTED>
Email:	REDACTED>
Address	Digital & Technology Directorate Sanctuary Buildings Great Smith Street London SW1P 3BT

### 14 Buyer's Security Policy

DfE Security Policy Attached (see **Order Form Appendix 2 – DfE Security Standards**)

### 15 Supplier's Authorised Representative

Name:	REDACTED>
Role:	MD Change and Delivery
Phone:	REDACTED>
Email:	REDACTED>
Address	60, Great Portland Street, London, W1W 7RT



## 16 Supplier's Contract Manager

Name:	REDACTED>
Role:	MD Change and Delivery
Phone:	REDACTED>
Email:	REDACTED>
Address	60, Great Portland Street, London, W1W 7RT

## 17 Progress Report Frequency - Monthly

Subject to periodic review with supplier to ensure it is fit for purpose. Each statement of work may require distinct measures.

## 18 Progress Meeting Frequency - Monthly

Subject to periodic review with supplier to ensure it is fit for purpose. Each statement of work may require distinct measures.

## 19 Key Staff -

To be outlined in each individual Statement of Work. To be outlined in each individual Statement of Work and include the Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)

## 20 Key Subcontractor(s)

Supplier's information	
<b>Subcontractors / Partners:</b>	N/A

## 21 Commercially Sensitive Information

Supplier's information	
<b>Commercially sensitive information:</b>	Supplier Rate Cards and written response / presentation submitted as part of bid

## 22 Balanced Scorecard

Balanced Scorecard			
<b>KPI - Performance to Pay Process</b> In accordance with an agreed performance to pay process, suppliers submit the following inputs: -Accurate and complete timesheet in a timely manner; -Accurate and complete Acceptance Certificates in a timely manner; -Accurate and complete Supplier Reports in a timely manner; -Accurate and complete invoices in a timely manner.		<b>KPI - Performance to Pay Process</b> Successful recruitment and placement of key resources / provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills / state of facilities by identifying issues early and in a timely fashion addressing any deficits.	
<b>Measurement</b> All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.		<b>Measurement</b> Targets met for all resources / facilities.	
Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates.		Targets met for most (50%+) resources / facilities through no fault of the Buyer.	
Inputs are incomplete or inaccurate.		Target missed for most resource / facilities requested through no fault of the Buyer.	
<b>Source:</b> Supplier Reports/Invoice <b>Owner:</b> To be agreed		<b>Source:</b> Project Managers and Wider Buyer team's verification. <b>Owner:</b> To be agreed	
<b>KPI - Performance to Pay Process</b> Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel / facilities.		<b>KPI - Performance to Pay Process</b> All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or facilities are to the expected standard.	
<b>Measurement</b> No behavioural problems identified. Buyer workshops attended and positive contributions made. Added Value recognised by the programme above provision of compensated skilled resource / facilities.		<b>Measurement</b> No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required. No problems identified with quality of work/state of facility. Supplier is making positive team contributions. Supplier skills/facilities meet the standards expected.	
Some minor behavioural problems. Supplier only attends some workshops or provides minor contributions. Supplier adds some value above provision of compensated resource / facilities but this is not regarded as significant.		Minor issues noted with quality of work/standard of facilities. Few contributions made within team.	
Significant behavioural problems. Supplier contributions are rare or insignificant and shows little interest in working with other suppliers. No added value contributions recognised by Programme.		Resource is swapped out from project due to deficiency in skill-set/change of facility is required. Persistent issues with quality of work/facilities noted (maybe minor ones which have persisted from one month to another). Significant issue with quality of work/facility noted in month.	
<b>Source:</b> Collective feedback on suppliers from both Buyer and other supplier staff. <b>Owner:</b> To be agreed.		<b>Source:</b> Project Managers and Wider Buyer team's verification. <b>Owner:</b> To be agreed	

Supplier



Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
<b>Service Timeliness</b>	<p>The Supplier shall successfully commence the services detailed in each Statement of Work within the required time period required by the Statement of Work</p> <p>‘Services’ are defined as the individuals who will be performing services in relation to the agreed statement of work</p>	<p><b>Good</b> – Per each SoW, services delivery starts on the date agreed in the Statement of Work.</p> <p>Tolerance of up to 5 days delay for accepted or exceptional circumstances, as agreed in advance with contract manager:</p> <p><b>Approaching Target</b> – At least 90% SoWs issued up to the date of the most recent performance review have had their services commence within the required time period, as per the date specified within each SoW.</p> <p>Delays to commencement of services delivery have not exceeded 5 working days, for circumstances reasonably determined to be within the supplier’s control.</p> <p><b>Requires Improvement</b> At least 80% SoWs issued up to the date of the most recent performance review have had their services commence within the required time period.</p> <p>Delays to commencement of services delivery have exceeded 5 working days at least</p>	The service level measure is ‘ <b>Good</b> ’ across a 3-month period.	To be reviewed monthly and Rectification plan agreed and implemented.

Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
		<p>once, for circumstances reasonably determined to be within the supplier's control.</p> <p>Up to the date of the most recent performance review, at least one SoW has had services delayed by at least 10 working days for circumstances reasonably determined to be within the supplier's control</p> <p><b>Inadequate</b> – Less than 80% of SoWs issued up to the date of the most recent performance review have had their services commence within the required time period, as per the date specified within each SoW - with delays caused by circumstances reasonably determined to be within the supplier's control.</p> <p>Or:</p> <p>Up to the date of the most recent performance review, at least two SoWs have had their services delayed by at least 10 working days for circumstances reasonably determined to be within the supplier's control.</p>		

Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
<b>Statement of Work Response Rate</b>	<p>SOW's successfully responded to by the Supplier within 5 working days of receipt.</p> <p>'Successfully' is defined as all relevant sections in the SOW being fully completed by the supplier and sent back to the Buyer within 5 working days of SoW being issued.</p>	<p>Good – 100% successful response rate for each SOW issued up to the date of the most recent performance review, within 5 working days of receipt</p> <p>Approaching Target – 90% successful response rate to SOW issued up to the date of the most recent performance review, within 5 working days of receipt</p> <p>Requires Improvement – 85-90% successful response rate to SOW issued up to the date of the most recent performance review, within 5 working days of receipt</p> <p>Inadequate – &lt;85% successful response rate to SOW issued up to the date of the most recent performance review, within 5 working days of receipt</p>	The service level measure is ' <b>Good</b> ' across a 3-month period.	To be reviewed monthly and Rectification plan agreed and implemented
<b>Successful delivery of Deliverables in accordance with their corresp</b>	The supplier delivers the outcomes agreed in each work package in line with the acceptance criteria and milestone dates	<b>Good</b> –up to the most recent performance review, 90-100% of Statements of Work have been signed off as been delivered in accordance with their corresponding Deliverables and Acceptance Criteria against the specified Milestone Dates.	The service level measure is ' <b>Good</b> ' across a 3-month period.	To be reviewed monthly and Rectification plan agreed and implemented

Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
<p><b>onding Acceptance Criteria against the specified Milestone Dates.</b></p>		<p>Where SoW have not been fulfilled by the specified milestone date for circumstances reasonably determined to be within the Supplier's control, they are remedied within a time period agreed with the Authority.</p> <p><b>Approaching Target</b> – up to the most recent performance review, 80-90% of Statements of Work have been signed off as been delivered in accordance with their corresponding Deliverables and Acceptance Criteria against the specified Milestone Dates.</p> <p>Where SoW have not been fulfilled by the specified milestone date for circumstances reasonably determined to be within the Supplier's control, they are remedied within a time period agreed with the Authority.</p> <p><b>Requires Improvement</b> – up to the most recent performance review, 70-80% of Statements of Work have been signed off as been delivered in</p>		

Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
		<p>accordance with their corresponding Deliverables and Acceptance Criteria against the specified Milestone Dates.</p> <p>Where SoW have not been fulfilled by the specified milestone date for circumstances reasonably determined to be within the Supplier's control, they are remedied within a time period agreed with the Authority.</p> <p><b>Inadequate</b> – up to the most recent performance review, 0-70% of Statements of Work have been signed off as been delivered in accordance with their corresponding Deliverables and Acceptance Criteria against the specified Milestone Dates.</p> <p>Where SoWs have not been fulfilled by the specified milestone date for circumstances reasonably determined to be within the Supplier's control, they are remedied within a time period agreed with the Authority.</p> <p>Or:</p>		

Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
		Where SoWs have not been fulfilled by the specified milestone date for circumstances reasonably determined to be within the Supplier's control, they are not remedied by the time period agreed with the Authority.		
<b>Quality of individuals provided to deliver outcomes agreed</b>	The resource provided as part of the Supplier's response to a Statement of Work are of sufficient quality, experience and expertise. They require no training for activities, technologies or practices etc that they are reasonably expected to be proficient in.	<p>Good – 0 personnel swap-outs across the SOW period due to the resource not meeting the Key Indicator descriptions. No training or intervention required from the Authority staff for activities, technologies or practices etc that they are reasonably expected to be proficient in.</p> <p>Approaching Target – 1 personnel swap-outs across the SOW period due to the resource not meeting the Key Indicator descriptions. No training or intervention required from the Authority staff for activities, technologies or practices etc that they are reasonably expected to be proficient in.</p> <p>Requires Improvement – 2-3 personnel swap-outs across the SOW period due to the resource not meeting the Key Indicator descriptions. No training or</p>		



Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
		<p>intervention required from the Authority staff for activities, technologies or practices etc that they are reasonably expected to be proficient in.</p> <p>Inadequate – 3 or more swap-outs across the SOW period due to the resource not meeting the Key Indicator descriptions.</p> <p>Or</p> <p>Training or intervention required from the Authority staff for activities, technologies or practices etc that they are reasonably expected to be proficient in.</p> <p>Subject to all active SOW's over a monthly period.</p>		
<b>Social Value KPI – Tackling economic inequality and Equal Opportunities</b>	Invest in at least 2 people or allocate 4% of the total value of the contract per year towards action to increase the representation of a diverse workforce (e.g., Full Time Equivalent employees utilised in the contract workforce such as Graduates, Apprentices, Diverse Background staff etc;	<p>Percentage increase in the number of underrepresented groups</p> <p>e.g. Number of full-time equivalent (FTE) employment opportunities created under the contract toward gender balance and people of ethnic backgrounds</p> <p>Number of apprenticeship opportunities at all Levels created or retained under the contract for the disabled</p> <p>Number of training</p>	Minimum of 2 full-time equivalent (FTE) Post or 2 Apprentices or 4% of annual contract value created/ used to improve gender balance, diversity and inclusion at all level of roles	To be reviewed monthly and Rectification plan agreed and implemented.

Service Levels				Rectification Measures
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
	<p>employing a mixture of staff with right skills from diverse backgrounds who can input in DFE requirements. This can also involve balance of all genders and ethnic backgrounds etc.</p> <p>And Supporting disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.</p>	<p>opportunities created or retained under the contract, other than apprentices.</p> <p>Number of people-hours of learning interventions delivered under the contract for the underrepresented</p>	<p>or employment opportunities or training opportunities for people of ethnic backgrounds or for people with disabilities</p>	

## 1. KPI/SLA Incentives

The Department will operate a “soft landing” approach to service level achievement for the first 3 months following mobilisation and start date of the Contract.

This period will also be used by the Authority to check that the service level monitoring process is robust and effective. Changes made will be communicated and agreed via Contract Variation. Failure to achieve service level thresholds during this ‘soft landing’ period will not lead to further action. The Supplier must demonstrate clear efforts to improve performance and commitment to achieving the agreed targets following expiry of the soft-landing.

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

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

## **24 Additional Insurances**

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause in addition to Joint Schedule 3.

## **25 Guarantee**

Where agreed with supplier at the point of each Statement of Work to be called off under this contract, the Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).

## **26 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).

Including to support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications, AND encouraging diverse representation of under-represented groups in the workforce, e.g. Women, Black, Asian and Minority Ethnic, Disabled, LGBTQ+. These commitments are outlined in proposal provided for stage 2 evaluation and will be continued throughout the duration of this contract. Reporting against this commitment to be decided during initial mobilisation reviews/meetings. See Social Value KPIs

## **27 Statement of Works**

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

## **28 Formation of Contract**

By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

The Parties agree that they have read the Order Form, the Call-Off Contract terms and conditions, and the Schedules, and by signing below agree to be bound by this Call-Off Contract.

Relevant key Contract terms for CCS Contract No. RM1043.7 are embedded in this order form document below forms part of this call-off Framework Schedule 6 document.

- Joint Schedules for RM1043.7\_Attachment1
- Call-Off Schedules for RM1043.7\_Attachment2

**SIGNED:****For and on behalf of the Supplier:**

Signature	REDACTED>
Name:	REDACTED>
Role:	Managing Director
Date:	30/03/2023

**For and on behalf of the Buyer:**

Signature	REDACTED>
Name:	REDACTED>
Role:	Commercial Lead (DDaT) Commercial Directorate, Operations and Infrastructure Group
Date:	30/03/2023

## **2      Appendix 1**

Each executed Statement of Work shall be inserted into this Appendix 1 in chronological order.

### **3 Annex 1 (Statement of Work)**

(Please note: “this SoW template would be reviewed by the buyer in agreement with the supplier as appropriate for each SoW to be called-off under this contract”)

#### **Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

#### **1 Call-Off Contract Specification – Deliverables Context**

##### **SOW Deliverables Background:**

**To be agreed within Individual SoW**

##### **Delivery phase(s):**

**To be agreed within Individual SoW**

##### **Overview of Requirement:**

**To be agreed within Individual SoW**

##### **Buyer Requirements – SOW Deliverables**

##### **Outcome Description:**

**To be agreed within Individual SoW**

##### **Delivery Plan:**

**To be agreed within Individual SoW**

##### **Dependencies:**

**To be agreed within Individual SoW**

##### **Supplier Resource Plan:**

**To be agreed within Individual SoW**

##### **Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6

(Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate**][OR **Cyber Essentials Plus Certificate**] for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

**To be agreed within Individual SoW**

**Key Supplier Staff:**

**To be agreed within Individual SoW**

**Charges**

**Call Off Contract Charges:**

The cap to be applied shall be agreed within each individual SoW. The rate card used shall be the rate card included within Order Form Appendix 4 (or Call-Off Schedule 5 and page 197) in line with the rate card submitted as part of the winning tender.

**Rate Cards Applicable:**

The rate card used shall be the rate card included within Order Form Appendix 4 (or Call-Off Schedule 5 and page 197) in line with the rate card submitted as part of the winning tender.

**Reimbursable Expenses:**

In line with DfE expenses policy as included in Order Form Appendix 1

## Order Form Appendix 1 - DfE Travel and Expenses Policy



Department for Education  
Travel and Expenses Policy

including guidance on travel, subsistence, entertainment  
and hospitality, gifts and other expenses claims



Tax and Expenses Policy Team, Insight, Resources and Transformation (IRT)  
Directorate

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If you have any enquiries about this guidance, please contact the Tax and Expenses Policy Team mailbox at [TandS.POLICY@education.gov.uk](mailto:TandS.POLICY@education.gov.uk)

## **Chapter 1 - contents**

### **Introduction and general principles**

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## **1 Introduction and general principles**

### **1.1 Introduction**

1.1.1 Welcome to the Department for Education expenses guidance, which sets out the principles, rules and procedures relating to bookings and claims for all expenses that need to be incurred by DfE staff, Ministers and Special Advisers in the course of delivering departmental business.

1.1.2 The key aims of this guidance are:

- To set out the department's policy in relation to business travel and expenses
- To clearly state the types of expenditure that can and cannot be reimbursed
- To define the process for claiming necessary expenses
- To ensure reasonable standards of service whilst achieving value for money
- To ensure that DfE complies with HMRC requirements for tax dispensation.

1.1.3 The Civil Service Code states that civil servants must "make sure public money and other resources are used properly and efficiently". The [Civil Service Management Code](#) sets out specific guidance on the principles that all departments should apply to expenses -

- S 8.1.2a: "Departments and agencies must reimburse staff only for expenses which they actually and necessarily incur in the course of official business"; and
- S 8.1.2c: "Departments and agencies must ensure that their rules provide for claiming recompense, including verification and authorisation".

1.1.4 The following principles build on the Management Code and should be applied irrespective of the type of expense involved:

- only costs which are necessary and additional to normal daily expenditure should be reimbursed
- departments will reimburse actual costs only (within limits to be agreed by each department)
- all claims for expenses should be receipted and independently approved

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- audit processes should be in place to review claims on the basis of risk, quantum, nature of expense, or random selection
- departments should manage reimbursement by exception rather than by reference to entitlements – i.e. policies should not cover every eventuality (which risks setting precedents that are later difficult to address) but set out the standard scenarios and expectations for claims, and require mandatory explanations and Line Manager approval of actions proposed for any non-standard claim
- claims should include a clear business reason where travel is other than standard class; and
- Line Managers should oversee the frequency of travel and associated expenses.

1.1.5 DfE is responsible for meeting the cost of travel by its staff on official business – this means travel that is necessary for the purpose of official business, including:

- attendance at meetings in pursuit of official DfE business
- attendance at training courses;
- journeys made on recall to duty from annual leave.

Official travelling does not include:

- travel between a person's home and normal place of work
- travelling between home and a designated second (i.e. 'split site') work place
- travel on first taking up duty and finally leaving the Civil Service; and
- return home at weekends from a detached duty location.

1.1.6 All staff are responsible for ensuring that no unnecessary costs are incurred and that DfE receives good value for its use of public funds. When incurring expenditure of any type, you must be mindful of what a member of the general public would regard as reasonable, so that the opportunity for adverse media criticism is minimised.

1.1.7 You should also consider the increasing requirement for transparency relating to travel and subsistence expenditure at aggregate and individual claimant level, through FoI requests, PQs and more explicit publication rules, including:

- the quarterly publication of Board members' expenses on our external website
- regular PQs on officials' and Ministers' expenses, hospitality, taxi fares, etc.
- frequent FoI requests, including expenses, hospitality, flights, taxis and social events; and
- high profile media comment on events such as away-days.

1.1.8 If you are in any doubt as to how the requirements set out in this guidance should apply in a particular case, please seek advice from the [T&E Policy Team](#) before

you incur any expenditure or make any bookings. Any exceptions to the requirements set out in this guidance must be agreed in writing with your Line Manager, if necessary taking advice from the T&E Policy Team – without this, the department can decline to reimburse you for some or all of the un-approved expenses you incur.

1.1.9 Expenses and travel claims for Ministers and Special Advisers should also follow the principles in this manual as far as possible. Claims made outside this policy will only be allowed where they can be shown to be within relevant provisions of the Ministerial Code or Code of Conduct for Special Advisers (available from the Cabinet Office website). More information can be found in [Annex A](#).

## 1.2 Key questions

1.2.1 Before you take the decision to incur any expenses, either for pre-paid booking (e.g., rail tickets, hotel rooms) or expenses you would need to reclaim later (e.g., taxi fares, subsistence payments), you should carefully consider the following:

- **Do I have to make this journey at all?**
- Do I need to attend the meeting in person, or can the work in question be taken forward by video conference or teleconference?
- If I must travel, how can I maximise the business benefits of this journey – for example, can I schedule other meetings with colleagues at that location on the same day?
- If I must travel, have I taken all reasonable steps to minimise the costs I will incur? For example, do I need to stay overnight, have I considered split-ticket rail travel?
- Is there any reason why I can't book travel using the tRIPS booking process to take advantage of negotiated discounts and ensure that DfE staff travel is monitored and recorded?
- Do I know the right Cost Centre and Accounting codes to use for my travel claims, to ensure the costs I incur are charged against the correct business budgets for my work?
- If charging any items to programme budgets, have I ensured the specific approval for this is in place? (Administrative costs such as T&E must not be charged against programme budget lines without specific prior agreement with HMT.)
- Am I planning ahead to take advantage of the significant cost savings that can be made by, for instance, travelling off-peak, booking Advance rail tickets, or checking whether a split ticket would be cheaper overall for the same journey?

## 1.3 Roles and responsibilities

1.3.1 *As claimant*

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- You must always ensure that your business or official travel arrangements comply with the requirements set out in this guidance, before making a booking or incurring costs for which you intend to make a claim. Any exceptions to this must be discussed with and approved by your line manager in writing before making any arrangements.
- If you become aware of actions by others which you believe to be in conflict with the Civil Service Code, you should report this to your Line Manager or someone else in your line management chain. If you do not wish to raise your concern with your Line Manager, or within your line management chain, you should follow the guidance on whistleblowing here - <https://educationgovuk.sharepoint.com/how-do-i/hr/conduct/whistleblowing/Pages/default.aspx>
- You are responsible for the cost of daily travel (commuting) between your home and your normal place of work. If reimbursement of your home to office commuting has been agreed by your Line Manager, you must not submit claims for these costs via iExpenses, as this is classed as a taxable benefit and must be settled via the DfE payroll, to comply with PAYE tax rules. Such claims should be submitted to the T&E Policy Team for verification, before being passed to Shared Services Connected Ltd (SSCL) for processing through a service request.
- All losses made by the department - including those relating to cancelled or unused travel and hotel bookings that cannot be refunded in full - need to be recorded in the annual resource accounts. Further details are set out at 1.6 below.

### 1.3.2 *As Line Manager*

- Within the requirements set out in this guidance, Line Managers are free to decide the best course of action for the performance of their business. All expenditure incurred will be met from their budget.
- Line Managers have a responsibility to check and approve all expenses incurred by their staff, including claims submitted via RM for reimbursement. This includes:
  - Ensuring that the travel and associated expenses are necessary for the effective delivery of official departmental business.
  - Ensuring that proposed bookings and/or claims are in line with requirements set out in this guidance - for example, that standard class rail



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tickets are to be booked, hotel costs are within the agreed thresholds, subsistence claims are for actual receipted amounts, below the set caps on such expenditure, and reflect the actual hours worked in respect of the specific claim being made.

- Checking that the right codes are being used for all claims relating to their specific areas of work or budget lines, and in particular that the correct approval is in place for any claims to be charged to programme cost centres.
- All expense claims submitted to RM will not be paid until the claimant's Line Manager has specifically approved the claim within the RM system.
- To approve claims, Line Managers must see a digital copy of the relevant receipt (i.e. a scanned or digitally captured image) and confirm that all details on the receipt match the claim being submitted. Electronic copies ensure that all receipt evidence is archived within DfE and available for checking and audit purposes.
- Where no invoice or receipt is available, Line Managers may – by exception - approve the claim at their own discretion, but their approval must be in writing (email) and must explain why they have accepted the claim without the required evidence.
- Where there is any variation to the requirements set out in this guidance, Line Managers must ensure that they have seen, considered and explicitly approved the business reason why deviating from the guidance requirements is, in their view, an acceptable and necessary use of administrative funds.
- Where any errors within a claim are highlighted, or misuse of the travel and expenses process is found, Line Managers must:
  - take action to recover any monies that may have been over-claimed
  - monitor future claims of any staff who may not have complied with the policy; and
  - take further/disciplinary action where necessary.

### 1.4 Claims

1.4.1 Reimbursement of UK travel and subsistence expenses, including detached duty and permanent transfer costs, is claimed via the [iExpenses section of SOP](#). You should make your claim as soon as possible on completion of the relevant expense being incurred, and always within one month. Staff on long-term absence who do not

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have access to RM can submit claims by using a hard copy form. Failure to action a claim in iExpenses within 90 days will result in auto-deletion of the claim from the system. Any claims submitted after three months may be declined for payment and will, in all cases, require an explanation for the delay in submission.

1.4.2 Keep all receipts for any items you intend to claim: scan, photograph or otherwise digitally record them as soon as possible, to ensure you have an electronic copy. Without receipts, your claim can be refused. In the event that you have mislaid or been unable to obtain a receipt, you must ensure that you have written approval from your Line Manager to submit an un-receipted claim. When claiming, tick the relevant box on your iExpenses claim and clearly state the reason for no receipt.

1.4.3 Any claim may be rejected, or invalidated post-payment, if it is not properly authorised by your Line Manager. If your claim is invalidated your Line Manager will determine whether you are required to refund the claim to the department.

1.4.4 Responsibility for accuracy of claims rests with the claimant and relevant Line Manager.

1.4.5 You must retain actual or electronic / digital copies of all receipts (or line manager approval in the event of no receipt) and supporting evidence (where required) for three years, together with a copy of your claim.

1.4.6 When staff leave the department, or go on secondment or maternity leave, it is the Line Manager's responsibility to retain the claims for the remaining period or until they return to the department, to ensure they can be accessed at any time for audit purposes.

1.4.7 Chapter 3 of this guidance sets out (at 3.10) which [miscellaneous expenses](#) may be claimed through iExpenses. Any other miscellaneous business expenditure should be handled in accordance with normal procurement arrangements (the use of the GPC card and/or purchase requisition process on RM) and must not be included as part of a T&S claim.

## 1.5 How to make a claim

1.5.1 You are expected to use DfE travel and related expenses contracts where possible, to minimise both your own out-of-pocket expenses and the volume of receipted claims that have to be processed through iExpenses. Travel and hotels should be booked through [Redfern](#).

1.5.2 All expenses must

- comply with DfE policy
- include itemised receipt(s) as evidence of expenditure, and

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- be claimed in a timely manner.

1.5.3 Staff are not required to deduct home to office costs when making claims for expenses incurred whilst on official departmental business. However, because home to office deductions were part of the previous policy, the RM system still requires staff to enter a value before claims can be submitted. Further guidance can be found at:

<http://portal/newsroom/Pages/TravelandSubsistenceexpensesHometoOfficedeductions.aspx>

1.5.4 You have a responsibility

- to claim only for valid and agreed expenses
- to retain evidence of expenditure (including receipts with explanations for any exceptions to the policies set out here and required approvals) for three years
- to pass copies of the evidence to your Line Manager
- (as Line Manager) to retain all copies of claims, receipts and approvals, including those for staff leaving the department or taking extended leave.

1.5.5 Staff expenses are claimed in [SOP](#) self- service via iExpenses. Take care to use the correct template within the following categories for the type of expenditure you are claiming.

1.5.6 Guidance on how to complete a claim can be accessed at the following links:

- Job aid [SOP](#)
- Expenses incurred whilst on official business for non-civil servants and staff without an RM account should be claimed via the EXP21 process [SOP](#)

1.5.7 Any expenses claimed in relation to a Reasonable Adjustment should comply with the HR policy, have been agreed in advance with your Line Manager (with advice where needed from the HR Business Partner), and a copy of this agreement should be retained by claimant and Line Manager to support the claim. Policy and procedures on Reasonable Adjustments can be found in the HR handbook [here](#).

## 1.6 Losses and write-offs

1.6.1 The department has a specific policy to report and account for public funds that have to be written off as losses. All staff should follow the policy on losses and write-offs – including when staff are spending departmental funds on travel and subsistence. It is your responsibility to avoid making any potential loss, to identify losses if they do arise, and to take action to formally record and manage any loss.

1.6.2 If you have any part of a travel ticket that is lost, unused and/or not refundable **you must write-off the cost**, including any associated administration or cancellation fee as a 'fruitless' payment'. Please refer to [Identify rail travel losses](#) or [Redfern Ticket](#)

[Returns or Refunds Table Breakdown](#)

1.6.3 If a hotel stay is booked and paid for but unused and not refundable, you must write off the cost, including any associated administration or cancellation fee as a 'Fruitless payment'. Please refer to [Identify Hotel etc. losses](#).

1.6.4 Staff are responsible for identifying any losses as they arise, categorising them, and reporting them promptly to their line manager and to the [Corporate Governance & Finance Policy Team](#) with the Insight, Resources and Transformation (IRT) Directorate, for approval.

## **Chapter 2 - contents**

### **Travel Expenses**

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## 2 Travel expenses

### 2.1 Introduction

2.1.1 Redfern Travel is the Government Procurement Service cross government Business Travel contract and all Government Departments - including DfE and its Executive Agencies - must use their services for business travel needs, including bookings for rail, air and sea travel, and hotel accommodation. Bookings should be made via Redfern's online Self Booking Tool (tRIPS).

You can access your tRIPS account through the [intranet](#). New accounts will need to be set up by logging a request via the IT Service Desk. Follow the link under 'Request IT' for 'Business Systems' and there you will see tRIPS listed.

Once your account has been set up, you can then access tRIPS at any time either through the 'Services Zone' link on the intranet and click on 'Travel and Hotels', or via the URL: <https://www.trips.uk.com/js/SABS/Corporate.html>

The screenshot shows the Redfern tRIPS system homepage. At the top, a purple header bar contains the text 'Welcome Mr [redacted]' and '@education.gsi.gov.uk' on the left, and navigation links 'Home | Book Travel | Baskets Manager | User Admin | Extras | Sign Out' on the right. Below the header, the page is divided into three main sections. The left section features the Department for Education logo and the text 'WELCOME TO tRIPS'. It includes instructions on how to book travel and a link to 'NEED HELP?'. Below this, there is a section titled 'CHANGES TO REDFERN BOOKING SYSTEM' which explains a new field for traveller employee numbers. Further down is a section titled 'NB' (Note) regarding rail bookings not ticketed at 6.00pm. The bottom left section is titled 'IMPORTANT MESSAGE FOR MULTI BOOKERS' and advises on selecting the correct email address. The right section features the Redfern logo and a list of 'Alternative areas to try in London if you are having difficulty in finding availability', including links to Bloomsbury, Chigwell, Croydon, Docklands, Gloucester Road, Greenwich, Heathrow, Stevenage, Stratford, Sussex Gardens W2, and Watford. Below this list is a section titled 'INTERNATIONAL TRAVEL ADVICE' with a link to 'FCO Travel advice' and a paragraph about using the link for information on visas, inoculations, and baggage restrictions.

2.1.2 Purchasing all rail and air tickets through [Redfern Travel](#) whenever possible will help to secure and improve the volume discounts DfE has secured with this contractor. Redfern will also provide you with a higher level of associated services, such as auto-cancellation of tickets booked but not collected at Fast Ticket machines, or making alternative arrangements for you if your hotel makes an error with your booking.

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It ensures that we can exercise our duty of care to staff as, in case of a disaster, Redfern can provide travel information for all employees who have booked with them. The department also receives a share of commission, has access to Government Air Programme (GAP) and other discounted fares for air. Finally, use of Redfern Travel via tRIPS gives the department access to full management information to enable us to answer PQs and FOIs quickly and accurately.

2.1.3 You can however book travel items independently where this provides better value for money ("VFM"). In making a VFM judgment, your independent ticket should be at least 1.5% cheaper than the Redfern Travel alternative, as we will be foregoing the central discount offered on all tickets purchased through Redfern. You must be able to prove the relevant savings, by taking a screenshot of the comparable prices quoted by Redfern in the tRIPS booking system on the day you purchased the alternate travel tickets (or booked your hotel). If you do book independently please remember that, should you encounter problems with the booking, you will have to deal with the consequences yourself.

2.1.4 It is recommended that you use a personal credit card to pay for any tickets or rooms booked and purchased outside of tRIPS, because of the additional cover this provides. For pre-booked tickets outside of tRIPS, you can then claim reimbursement in the usual way for out-of-pocket expenses through iExpenses, attaching your screenshot and a scan of the actual ticket as evidence of the saving secured. If you have to purchase tickets directly at the station, you must retain and scan your receipts together with an explanation of the reason for not booking travel in advance, and your Line Manager's approval of the claim, and submit these with your iExpenses claim.

2.1.5 Any general problems with the tRIPS service provided to DfE should be raised directly with Redfern Travel.

2.1.6 Where travel arrangements are outside the policies set out below, or under an exception as noted in paragraphs 2.2.2 and 2.2.3 below, your Line Manager must approve the specific arrangements before travel. You can find an approval form template at [Annex B](#).

2.1.7 When claiming additional travel expenses on RM, you will no longer need to calculate a value for home-to-office travel costs – but you will need to make a nil/zero entry in the Home to Office deduction box on the current RM template, so your claim will not be rejected.

## 2.2 Travel on official business

### Rail travel

2.2.1 In order to use the Redfern tRIPS system for rail travel, you **must** first ensure that your personal profile in tRIPS is setup correctly, so that copies of your bookings are sent to both your line manager and the central rail booking mailbox. Guidance on how to do this can be found [here](#). This ensures that:

- Your line manager will have oversight on your travel arrangements and remove any need to retain evidence of approval for bookings that are made within the policy.
- The T&E team have access to all travel confirmations and can use these as part of the monthly audit checks to ensure your travel is consistent with policy

2.2.2 When travelling by rail you should always travel using the most cost effective option, preferably pre-booking your tickets to travel on specific (timed) trains (as these are often the cheapest).

You can book an anytime ticket if you have no way of knowing what time your meeting or official business will finish, or when this is the cheapest ticket option available (in this case, you should still book a restricted (Advance or set time) ticket for your outward journey when this is a significantly cheaper option).

In general, if you book a rail ticket which is an exception to an advanced standard ticket, you must ensure that you have your Line Manager's written approval for this, and that you have used the drop-down options box on tRIPS to indicate why.



2.2.3 Exceptionally, first class travel can be booked if one or more of the following applies:

- where disability or health reasons mean that you would not be able to secure suitable facilities in standard class
- where there are good grounds for security concerns – e.g. significant risk of unwarranted attention from the Press or the public
- when travelling with a Minister who is travelling first class.
- where the overall cost of the first class ticket is less than the overall cheapest ticket for standard class. If applicable, you must keep evidence of the relevant price comparisons (such as a screen shot from the booking page) for audit purposes.

2.2.4 If you require a wheelchair space when travelling via rail you should make your booking on the Redfern Self Booking Tool. When you have purchased your ticket, contact Redfern Travel on 01274 726424 providing your details of travel. Redfern Travel will contact the rail operator on your behalf to book the space if available, and then confirm with you via telephone that this has been booked. Redfern can also arrange on request further assistance, if required, at the stations on the outward and return journeys. This applies to all disabilities.

2.2.5 When travelling by Eurostar you are encouraged to book standard/economy tickets in advance and, where possible, to purchase non-flexible tickets. [Euro Leisure](#) select or fully flexible Business Premier tickets may be available at a discounted cost, but you may only book these tickets with the support of a business case authorised by your Line Manager.

#### Underground (OYSTER cards / Contactless payment)

2.2.6 Underground tickets can be purchased through Redfern Travel when making a rail booking. Staff and/or teams who make regular trips to London should consider using an Oyster card or contactless payment method as described below, as this is a cheaper alternative to individual Travelcards or underground tickets.

2.2.7 If using a personal 'pay as you go' Oyster card for business travel, you should only claim for the actual journey and not the value of the top up. Journey statements confirming the route and cost are available by registering your Oyster card [here](#). The statement can be submitted with the claim for reimbursement through iExpenses, with a note detailing who was visited and explaining the business purpose. Claims for personal journeys will not be accepted.

2.2.8 Transport for London offer 'contactless payment' in place of an Oyster card. You can create an account [here](#) and register your debit/credit card or link a debit/credit card to your current Oyster account. Journey statements will be available and can be submitted with the claim for reimbursement through iExpenses, with a note detailing who

was visited and explaining the business purpose. Claims for personal journeys will not be accepted.

2.2.9 Infrequent travellers may use a team 'pay as you go' card but must remember to maintain a record of the destination and purpose of the journey for tax and audit purposes. Team 'pay as you go' Oyster cards for business travel should not be topped up by more than £20.00 at a time. A receipt should be obtained at the time of topping up, which can be submitted with the claim for reimbursement via iExpenses. The card should be registered to protect the department against loss and to monitor journeys. If you regularly make business journeys requiring the use of an Oyster card, it is preferable that you have your own card.

2.2.10 A team's Oyster card should not be used for personal journeys, such as travel in the evening and weekends for non-business events, or for home to office travel. If a member of staff travels from a business meeting to their home (or vice versa), only the excess over the cost of their normal travel to work can be claimed.

### Railcards

2.2.11 You may be entitled to buy and use a railcard, depending on your age, geographical location, whether you have a disability, or a number of other options – details of available railcards and entitlement to use one are set out at <http://www.railcard.co.uk/>.

2.2.12 If you are entitled to use a railcard and have decided to buy one for personal use, the department asks you to consider using your card on business bookings, as this can offer significant savings on the cost of rail tickets and thus to the public purse.

2.2.13 We are, however, unable to reimburse the cost of railcard purchase either as a business expense, or under any other circumstances. HMRC has confirmed that, as railcards can be used to discount the cost of personal (non-business) journeys, as well as business travel, funding the cost of a railcard would create a taxable benefit for each claimant – both for the value of the railcard, and for an estimate of the benefit gained by savings made through all personal use.

2.2.14 We have no way to restrict or quantify non-business use and the value of the personal (taxable) benefit arising, so railcards cannot be funded as a business (non-taxable) expense. Any use of personally purchased railcards to discount the cost of business travel is a strictly personal decision for any member of staff holding a valid railcard.

### Compensation from rail companies

2.2.15 Staff may be able to claim compensation if their train was delayed or cancelled. It is the responsibility of any individual who believes that they are entitled to receive compensation to approach the train operator in order to make a claim. However, individuals should note that any compensation given directly to staff is not for personal use, as it is compensation paid for shortfalls in delivery of a service paid for, not by the individual but by public funds. Any such compensation should therefore be declared and either paid back to the department or offset against future travel costs (for example, by reducing RM claims by the value of any cash awarded as compensation). You should notify your line manager if you claim and receive compensation either for journeys booked and paid for through Redfern, or journeys where the cost of travel was reimbursed to you by DfE.

### Air travel

2.2.16 Air travel makes a growing contribution to climate change and can be more expensive than surface travel. The current Greening Government Commitments (GGCs), require every Department to deliver a 20% reduction in domestic flight travel by the end of this Parliament (from a 2009/10 baseline). You must carefully consider the real need, the full cost (including travel between airports and offices) and the travel alternatives before booking flights. The Department for Education does however recognise that there may be occasions when flying is the most appropriate form of travel – for example, by saving on subsistence costs and official time, or the journey is urgent.

2.2.17 All staff booking air tickets should use economy class, or an alternative which costs the same or less, with a few exceptions. Staff with disability or health reasons who are unable to secure suitable facilities in economy class may travel business class; or where there are good grounds for security concerns – e.g. significant risk of unwarranted attention from the Press or the public. Staff who manage to purchase a cheaper business class ticket than an economy ticket for the same journey, may also travel business class (a copy of the price comparisons must be printed off and retained for audit purposes).

2.2.18 Air miles and similar benefits earned through official travel should not be used for private purposes. If you are in receipt of air miles or other frequent flier scheme rewards earned for business travel, your points can be used for official purposes to “purchase” enhanced facilities such as seat upgrades and, as members of such schemes, you may also use certain facilities such as special departure lounges and priority booking arrangements.

2.2.19 You may only claim for excess baggage if you are due to be absent for over two weeks. You should include an explanation when you claim on the iExpenses part of RM.

2.2.20 The department recognises that long air journeys across time zones can have a bad effect on efficiency, judgement and concentration - you are not expected to start work immediately after such a journey. If you are travelling on official business, you are

allowed a period to acclimatise after the following journeys:

- Between the UK and the USA or beyond
- Between the UK and India or beyond
- On other journeys of similar length.

2.2.21 An acclimatisation period of 24 hours would normally be sufficient to adjust to local time before starting work. A longer period may be needed after longer journeys to the Far East. It is a good idea to make allowance in your schedule for acclimatisation where this is likely to be necessary.

2.2.22 If official business takes you to the USA you should apply for travel authorisation at least 72 hours prior to travel. The [Electronic System for Travel Authorization](#) (ESTA), fee can be reclaimed through iExpenses on RM.

### Taxi travel

2.2.23 Use of taxis is not an entitlement and official journeys should normally be made by public transport, particularly in London.

2.2.24 Taxi travel is often expensive, so may only be used under certain circumstances while you are on official business. Acceptable reasons for using a taxi include:

- Where no suitable public transport is available, especially when travelling early in the morning or late at night before public transport starts or is running regularly
- When you have a temporary or permanent disability
- When you have heavy luggage to carry
- When it is more important that you save official time
- When you are in an unfamiliar town and uncertain of public transport
- When you may be concerned for your physical safety
- When a taxi is shared and the combined cost of public transport is greater.

2.2.25 Ideally, you should let your Line Manager know if you intend to use a taxi. However, this is not always possible, so give your reasons and include the names of any colleagues sharing the taxi when you make your claim on iExpenses, and secure post-payment approval by email from your LM. Always remember to obtain, scan and retain a receipt for your claim.

2.2.26 Taxi fares may also be reimbursed to or from home, and/or to or from the office where the journey is either early in the morning (before 6.30am) or late at night (after 10.00pm) and alternative methods of public transport are not available, for reasonable adjustment cases, welfare reasons and issues of personal safety.

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2.2.27 Taxi costs should be claimed using iExpenses in RM. The expense is claimed on the 'non-mileage' expense tab. Tips given to the taxi driver are non-refundable.

2.2.28 When staying at a hotel on official business, taxi fares will only be reimbursed for official trips e.g. between the hotel and the temporary workplace or the station. Taxis for personal use will not be reimbursed.

2.2.29 When travelling overseas, taxis should be avoided if public transport is available, except during unsocial hours or if time constraints are unavoidable (e.g. if it is not possible to catch a flight or attend a meeting if public transport is used).

2.2.30 Please note that the Department for Education no longer has a contract with Addison Lee PLC for taxi booking in London. Under no circumstances should staff book an Addison Lee taxi. Staff who need a taxi in London will need to pay for it in cash, obtain and retain a receipt and claim via iExpenses.

2.2.31 A fixed rate has been agreed with DG cars if you are travelling from Nottingham train station to LCC <http://portal/organisation/ncti/news-updates/Documents/Need to book a taxi.docx>

### Sea travel

2.2.32 Exceptionally, staff may need to travel by sea. The principles of rail and air travel apply.

## **2.3 Overseas visits**

2.3.1 Information about the current rates for overseas destinations is available on the [HMRC website](#).

2.3.2 If you are making an official visit to EC Institutions in Europe, you are entitled to receive travel and subsistence expenses in accordance with the normal rules. Certain EC institutions reimburse the member Governments' travel costs. You are responsible for putting in separate full claims for expenses to the relevant EC institution. Such monies are refunded direct to DfE. Under no circumstances should you accept reimbursement directly from EC institutions, in either cash or a cheque made out to you personally.

## **2.4 Travel insurance**

2.4.1 In the event of personal injury or loss of any personal effects whilst travelling

on official duty, staff should first discuss potential claims with their business partners. Claims will be considered on a case-by-case basis, having regard to normal terms and conditions of service. This reflects the general rule that central government is large enough to bear its own risks and therefore does not insure commercially under Crown Indemnity. The only instance where the government will insure, as a rule, is where it brings value for money benefits – most notably that of buying in loss adjusters' expertise to negotiate claims, or when staff are on secondment or making visits to any FCO-listed 'unsafe' destinations

2.4.2 In the event of loss of any DfE property whilst travelling on official Departmental duty, you should refer to the [Departmental losses policy](#).

2.4.3 You should not submit any T&S claims for reimbursement of medical or other insurance premiums, unless you have obtained prior agreement from your Line Manager.

2.4.4 When travelling abroad, because the department acts as its own insurer, this means the department will reimburse costs not covered by:

- reciprocal health agreements between governments; or
- commercial insurance provided by GPC charge cards.

2.4.5 If you are travelling abroad on official business, you are advised to complete a [Letter of Assurance](#) that confirms the above arrangement. This is to assist with the provision of medical or dental treatment in countries where the authorities have concerns about payment of bills e.g. North America. The Letter of Assurance confirms that the named individual is employed by DfE and travelling on official business, and that the department will pay for essential treatment not covered by reciprocal health agreements or insurance. The cost of essential medical or dental treatment, if not covered in part or full by health agreements with other countries (e.g. use of the [European Health Insurance Card](#)) or through the travel insurance provided - if at least 50% of the travel has been booked using the GPC card - is then met by your cost centre.

2.4.6 If a member of staff on official business is injured or killed then cover is provided through either the insurance provided by the GPC card or the Civil Service Compensation Scheme. Personal Property is covered either by the Corporate card or the individual's cost centre depending on the circumstances. You can take out specific travel insurance if you wish, but the department will not reimburse this.

## **2.5 Hire cars and use of private vehicles**

2.5.1 At all times the following order of priority should be adhered to when travelling on official business:

- public transport;
- hire car; and
- private vehicle (under 120 miles in a day).

### Hire cars

2.5.2 You are encouraged to use self-drive hire cars where savings are generated over alternative vehicle use. Before deciding whether to travel by private car or hire vehicle you should read the guidance on use of hire/private vehicles (see [Annex C](#)) which sets out when you are able to use these options and the considerations you should make before deciding what to do. You must always get your Line Manager's approval before booking a hire car.

2.5.3 The procedure for car hire is available at [Annex D](#).

2.5.4 If you need to travel by car there are strict criteria for when either a hire car or a private car can be used, which take account of value for money and carbon footprint issues. You must ensure you are aware of, and have met the necessary criteria before you decide to use a hire or private car for business travel. Further guidance on the use of hire cars and private cars can be found at [Annex C](#).

2.5.5 You will only be reimbursed for expenses which you have actually and necessarily incurred in the course of official travel using your own vehicle. Reimbursement of motor mileage allowances may only be made for travel on official business as defined within [Annex C](#). Payments may be made to allow you to use your own vehicle, provided there is a benefit to the department and the mileage rate represents the most cost effective means of transport.

2.5.6 Mileage allowances are paid for the actual distance necessarily travelled, in excess of the costs of your normal home to work journey. Payment for the cost of travel between home and the permanent workplace (including week-ends) is fully taxable, and should normally be omitted from any claim for motor mileage.

### Mileage limits and allowances

2.5.7 Motor Mileage Allowance is payable if you choose to use your car for your own convenience and if there is benefit to the department in so doing. The allowance covers the full cost, inclusive of fuel. As with all such decisions, the full range of VFM options must be considered before using a personal vehicle.

### Rates of Allowance

2.5.8 If you have appropriate authorisation to use your vehicle you may claim the following rates depending on the type of use as set out in [Annex C](#) guidance.

- Public Transport Rate (cars) 25p for all miles travelled



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- Standard Rate (cars) 45p up to 10,000 miles then 25p over 10,000 miles
- Passenger Supplement 2p per mile for the first passenger and 1p per mile for each additional passenger. The passenger name/employee number must be included with the claim.

### 2.6 Advance of expenses

2.6.1 An advance of expenses (an imprest) is intended to cover anticipated expenses, and is mainly appropriate if your job involves regular travelling, or you expect to have to spend money for an official visit or appointment. Advances may also be granted against some Permanent Transfer Expenses. Advances of salary (e.g. for the purchase of season tickets or bicycles) are covered in the next section.

2.6.2 An advance can be divided into two categories - temporary advances or standing advances (for regular travellers).

#### Temporary advances

2.6.3 Temporary advances can cover either permanent transfer, or travelling and other expenses related to official travel. If you are claiming in connection with permanent transfer, as soon as your transfer has been approved you can apply for a temporary cash advance to cover the expenses you expect to meet over the next four weeks.

2.6.4 The same applies if you are claiming under travelling and other expenses, i.e. if you are travelling to a meeting or a period of detached duty. Again, you should not claim for more than you will need for the next four weeks.

#### Standing advances

2.6.5 A standing advance is intended to cover expenses for those staff in travelling jobs who incur expenses regularly. This is a lump sum which "stands" in your bank account throughout the travelling job, to cover official expenses until claims are reimbursed. Generally, advances should be no more than one month's average expenditure. If you have a standing advance, you may also apply for a temporary advance against extra or unforeseen expenses.

#### Applying for an advance of expenses

2.6.6 Ensure that you have the written approval of your Line Manager, for the travel or working arrangements you are about to undertake, and for the advance for which you are applying. Apply via iExpenses in RM, four working days before the money is needed. Claims for foreign travel should be made five working days before you need the



money.

#### Offsetting the balance of a claim against the advance

2.6.7 As soon as you have incurred the expense for which you needed the advance, and the period for which the advance has been given is complete, you must claim for it following the procedure set out in iExpenses. If you find that there is a balance to repay on an advance, you should repay without delay.

2.6.8 Note that any outstanding balance for a temporary advance will be automatically recovered from your second salary payslip following the end of the month in which the advance was paid. If you are unsure, please contact DWP Employee Services (internal 8888 or external 0300 1234 8888) to discuss.

#### Cancelling a standing advance

2.6.9 If a standing advance is no longer needed (e.g. because you are leaving the department or moving to a new post which does not require regular travelling), you should refund any balance to the department immediately.

### **2.7 Advance of salary for the purchase of season tickets and bicycles**

2.7.1 The department may make advances of salary for the following travel-related reasons:

- quarterly (or longer) season tickets for travel by public transport
- car parking season ticket
- purchase of a bicycle and relevant safety equipment.

Please see the [HR Handbook](#) for information and guidance on advances of salary for reasons other than work-related travel.

#### Eligibility

2.7.2 To be eligible for financial assistance:

- an advance may be made to any member of staff who is employed on a permanent or on a fixed term contract.
- your salary should be sufficient to cover your monthly repayment

Please note that advances are not available to staff employed on a casual basis.

Conditions of payment and repayment

2.7.3 Where advances are made to assist in the purchase of quarterly or longer tickets for travel by public transport, or a car parking season ticket, or a bicycle:

- a further advance will not be made until an existing advance has been fully recovered;
- when the purchase has been made, you must provide a scanned copy of your receipt to your Line Manager, to confirm that the funds were used for the appropriate purpose as stated on your application. For season tickets, the receipt is the ticket itself;
- your advance will be paid with your salary

2.7.4 When you apply for an advance, you must acknowledge by email to your Line Manager that you accept the following conditions:

- The advance is only for the purchase stated in your application.
- The advance is repayable on demand.
- In the case of season tickets, the department's intention is to allow repayment in equal instalments over the life of the ticket (or in the case of someone on a fixed term contract, over the time of the remaining contract or season ticket whichever is the shorter). However, this is without prejudice to DfE's right to demand repayment at any time.
- If for any reason payment of the advance is delayed and it is not therefore possible to recover the advance within the life of the season ticket, any outstanding amount will be added to your next advance. Repayment of this amount will be spread over the life of your new season ticket.
- If you leave the Civil Service you will have to repay the outstanding balance straight away, or it could be set against any payment due to you including pension benefits. It may be necessary to make special arrangements for repayment if deductions can no longer be made from salary.
- If you move to another Government Department you should contact the Employee Services helpline who will advise you on how this will affect your salary advance repayments.
- If you surrender the season ticket you must repay the outstanding balance, but you may have to wait some time before you receive your refund on the ticket from the travel company. The department is prepared to defer the repayment of the outstanding amount until you have received your refund. You must explain your case to the Employee Services helpline under these circumstances. However, the department cannot meet any administrative charges, which may be levied.

2.7.5 Applications for an advance to purchase a season ticket or bicycle are to be made via a service request in the Resource Management (RM) system. This also provides authority for the appropriate deductions from your pay.

### Accounting procedures

2.7.6 The advance will be recovered by deducting in instalments from your salary, beginning in the month after you receive the advance, and will normally be recovered within the life of the season ticket.

- deductions will be calculated by dividing the amount of the advance by the length of the season ticket; and
- odd amounts may be rounded up with an appropriate adjustment to the first or last instalment.

2.7.7 Income tax will continue to be charged on the basis of gross pay due, i.e. ignoring both the advance itself and the deduction in respect of the advance.

### Premature recovery

2.7.8 Repayment of the outstanding advance will be required immediately if you:

- cease to be a civil servant – it may be necessary to make special arrangements to obtain immediate recovery of an advance which can no longer be recovered by deduction from pay: or
- you surrender the season ticket for any reason.

The procedure for all salary advances is available in the [HR Handbook](#).

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### 3 **Overnight accommodation and subsistence expenses**

#### **3.1 Introduction - general principles**

- Subsistence expenses may, with appropriate receipts, be claimed on an actual cost basis within the limits set out below;
- Receipts – hard copy or digital file - must be retained with a copy of your claim for three years. Receipts must support all expenditure or if a receipt is not available, you will need specific permission to claim from your Line Manager. Your reason for not being able to provide an invoice must be annotated on the relevant claim line in iExpenses;
- If you receive any meals while you are absent (e.g. as hospitality or catering provided on residential study courses) you should reduce your maximum actuals claim as appropriate.
- All accommodation and subsistence limits are mandatory and can only be exceeded with prior line management approval.
- Day and overnight subsistence is not subject to tax, provided that receipted actuals are claimed in line with this policy and that receipts are retained. As the individual making the claim, it is your responsibility to retain all necessary evidence including receipts and approvals.
- The period of absence should be calculated as your actual time of absence from the office, based on your departure and return time to the office. If you travel direct from or to your home, without calling at the office, the period of absence will be seen as whichever is shorter of the following;
  - the time from home to arriving back at home, less the usual journey times from home to office.
  - The time that you would have been absent if you had set off from, and returned to, your office.

This is because you would spend your own time travelling to work each day, and your claim must take account of this.

- Multiple periods of absence in any one-day may be aggregated where separated by less than one hour spent back at the office during which no meal could be taken.
- If a meal is necessarily taken on a train or ship during a period qualifying for Day Subsistence, the actual cost of the meal may be reimbursed up to the limits

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set out below. In exceptional circumstances, should it be necessary to exceed the limit, your Line Manager must authorise the additional expenditure. If you fail to obtain LM authorisation, your claim must be capped at the relevant limit.

- There will be no reimbursement for the purchase of alcohol as part of subsistence, except in special circumstances. The purchase of any alcohol will be at the employee's expense.
- When travelling abroad, circumstances may arise, for example when taking a meal with overseas colleagues, in which hospitality will need to be reciprocated. In these circumstances a claim for the purchase of alcohol must be accompanied by a full explanation of the circumstances on the iExpenses claim and be specifically approved by your Line Manager.
- Travel between DfE locations may be classed as attendance at an alternative place of work (Split site working) and there will be no entitlement to reimbursement for any food, unless you are required to stay overnight, when dinner and breakfast can be claimed as part of the cost of the overnight stay. See Chapter 5 ([section 5.5](#)) for full guidance on split site working.

### 3.2 Subsistence categories and limits table

Period of absence	Upper Limit
More than 5 hours and no official food provided – One meal	£4.50
More than 10 hours and no official food provided – Two meals	£9.30
More than 12 hours and no official food provided – Three meals	£13.80
More than 24 hours and where breakfast is included in the accommodation tariff	£21.25
If breakfast is not included in overnight accommodation then an additional meal is added to the 24 hour allowance	£4.50

Breakfast on day one if the official journey starts before 6.00am and is part of an overnight stay.	£4.50
More than 24 hours - Minimal incidental expenses will be allowable to cover items such as a telephone call home or to purchase a toiletry item that has been forgotten.	£5.00
More than 24 hours and staying with friends or family - receipted actuals for lunch and an evening meal up to:	£21.25

### 3.3 Day subsistence

3.3.1 Day subsistence is intended to contribute towards the extra food and drink costs associated with working away from your normal place of work on official business. It must only be claimed where expenses have been incurred and receipts obtained. The actual cost can be claimed, up to certain limits, and receipts must be retained with a copy of your claim for 3 years.

3.3.2 The policy has been designed to contribute towards the cost of one meal if you are absent for over five hours, two meals if you are absent for over ten hours and three if you are absent for over 12 hours. If you receive any meals while you are absent you should reduce your maximum actuals claim as appropriate.

❖ *For example: Absent for more than 12 hours and lunch provided? Your actuals claim should be capped at the 10-hour rate, equivalent to two meals.*

#### Eligibility

3.3.3 To be eligible for claiming for meals/refreshments, the place you are visiting must be at least 5 miles by the most direct route from your usual workplace and you must be:

- away from your usual workplace for more than 5 hours;
- not have meals provided;
- buy a meal or refreshments; and
- have the receipts for those purchases.

Your Line Manager may authorise you to claim for meals/refreshments if you attend an exhibition that is within 5 miles of the permanent office when you cannot leave the exhibition premises and refreshments are not provided.

3.3.4 The period of absence should be calculated as the actual time of absence from the office, based on the departure and return time to the office. If you travel direct from or to your home, without calling at the office, the period of absence will be seen as whichever is shorter of the following;

- the time from home to arriving back at home, less the usual journey times from home to office.
- the time that you would have been absent if you had set off from, and returned to, your office.

This is because you would spend your own time travelling to work each day, and your claim must take account of this.

3.3.5 Multiple periods of absence in any one-day may be aggregated where separated by less than one hour spent back at the office during which no meal could be taken.

3.3.6 You can claim day subsistence:

- for meals / refreshments bought for consumption on the journey (e.g. on the train or at the station) up to the maximum limits allowed;
- at the end of a 24 hour cycle of overnight subsistence to enable you to claim for a balance of time spent away or travelling;
- for a gratuity of up to 10% of the net cost of a meal (exclusive of VAT) if included in the bill e.g. as a service charge; and
- for short periods only (only payable for 30 consecutive working days spent at the same place).

3.3.7 Day subsistence is not payable:

- when you are already claiming actuals for overnight subsistence for the same period of time;
- when you are being provided with meals during your visit (either at government or private sector expense);
- when you eat at home or bring food from home;
- where you are travelling to or from your detached duty office as part of a return journey in connection with a weekend visit home;
- when you visit a place near a former permanent office and you have not moved home from that area, and you are claiming accommodation allowance or excess fares allowance for that home;
- for alcoholic drinks; or
- after 30 consecutive working days have been spent in the same place.



### 30 day limit

3.3.8 The 30-day (and 30-night) limits are intended to ensure that staff are not required to work for long periods of time in circumstances which necessitate working away from their principal office, or staying away from home, unless there is a critical business need for them to do so. Long periods of duty at a different office or where overnight accommodation is required are both onerous to the individual, and costly to the Department.

3.3.9 If you do make repeated visits to the same place, you may claim day subsistence for a maximum of 30 consecutive working days. In calculating this period, you should disregard any days on which the visit does not attract day subsistence (e.g. if your visit is less than 5 hours). A break of more than 10 working days will mean that the day count is reset to zero and you will need to start counting as a new period. Once an entitlement of 30 days has been exhausted there must be at least three months before you are entitled to claim again for a consecutive period at the same place.

3.3.10 If you are returning to the same town or area within 10 days, but are visiting a different location, you should seek advice from the Employee Services helpline (Ext 8888) as to whether the visit counts towards the same 30 day period. The decision will rest upon the distance involved from the area of your first visit and whether it is reasonable to say that you would be unfamiliar with the second, for example if you could reasonably walk to the same eating places from both visits they will count towards the same 30 day period.

3.3.11 Claims for day subsistence over the stipulated 30 day limit may, in exceptional circumstances, be agreed subject to a business case approved by your Line Manager and Deputy Director. This must be discussed and approved as soon as it becomes clear that the 30 days' period may need to be exceeded.

### Limits when travelling by car

3.3.12 When you are on continuous detached duty (2 or more consecutive days) and travelling by car, you may claim the car mileage allowance and actuals for meal / refreshments up to the maximum of the overnight limit to which you would have been entitled had you stayed.

### Examples of claims

#### ***Example 1 – claiming day subsistence while at a one day meeting***

You live and work in Sheffield and travel to London, Sanctuary Buildings, for a day of meetings. You leave home at 7:00 and return home at 19:30 (12hrs 30mins). Your normal journey to and from the office is 30mins (1hr return journey). You are therefore absent for 11hrs 30mins which entitles you to claim the rate for over 10 hours. The 10 hour maximum is set to enable you to claim for 2 meals. This means your receipted

claim maximum should be no more than £9.30.

***Example 2 – claiming day subsistence at the end of overnight subsistence***

You live and work in London. You leave home at 7:00am on day 1 and return home at 19:30 on day 2. Your normal journey to and from the office is 30mins. Your 24 hour cycle of overnight subsistence therefore begins at 7.30 am on day 1. Your actuals claim for overnight subsistence will cease at 7.30 am on day 2, leaving a balance of 11½ hours (12hrs less 30 mins normal travel). A maximum day subsistence claim of £9.30 for 2 meals can be made.

***Example 3 – your rail ticket contains entitlement to refreshments***

You leave London to travel to a non Departmental site and are absent for over 12 hours. The 12 hour maximum is set to enable you to claim for 3 meals, but for breakfast you used your voucher, which came with your train ticket. This means your receipted claim maximum should be no more than £9.30. £13.80 - £4.50=£9.30 maximum claim

***Example 4 – making regular trips to the same place***

You work in London and are sent on detached duty to Reading for 3 weeks (15 working days). You then need to spend a week (5 working days) at your permanent office writing a report, and return to the detached duty office for a further month. You may claim subsistence for 15 days initially, and when you return to Reading you restart your entitlement to subsistence at day 16 and claim subsistence for the first 15 days of the second visit. A break at the permanent office of more than 10 working days would restart the entitlement at day '0', if you subsequently return on detached duty to Reading.

### **3.4 Overnight subsistence**

3.4.1 Overnight subsistence is intended to contribute towards the extra food and drink costs associated with spending nights away from home on official business, whether staying in a hotel or with friends and family. Payment covers a 24 hour period starting from the time your official journey starts. If meals are provided free (e.g. conference lunches) no claim should be made for that meal. Where the period of absence exceeds 24 hours but does not justify a further overnight stay, residual day subsistence may be additionally claimed in accordance with the normal criteria.

3.4.2 All subsistence claims are to be made on an actual receipted basis, up to the limits set out at 3.2 above for each type of claim. You must get prior approval from your Line Manager if you wish to for actual receipted expenditure where your claim exceeds the limits, and a link to the approving email should be included on your iExpenses claim. Failure to provide this will result in your claim being capped at the limit.

3.4.3 Where gratuities are a recognised part of the cost (e.g. a fixed gratuity in restaurants) they are reclaimable and should be included in the receipt for expenditure. A reasonable amount in this instance is deemed to be 10 per cent. But note that if your meals are provided for you, or you otherwise do not incur expenses in these areas or obtain receipts, you are not entitled to claim for these expenses.

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3.4.4 When claiming overnight subsistence, you can separately claim for local travel costs if these are incurred as a result of official business. You can also claim a personal incidental allowance expense of £5.00, un-receipted, to cover costs such as personal telephone calls and newspapers.

### Eligibility

3.4.5 The place you visit must be beyond reasonable daily travelling distance - meaning you have to travel the night before you start work, or you cannot reasonably expect to get home the same night as you finish work.

### What you can and cannot claim

3.4.6 Overnight subsistence is not payable:

- if you are temporarily recalled from detached duty to your permanent office;
- when it is reasonable for you to get home the same night as you finished work;
- if meals are provided, not purchased or you don't obtain receipts;
- if you are on a residential course or other event;
- for alcoholic drinks;
- if you are on detached duty from a new permanent station and living at the home established at the former permanent office;
- when you eat at home or bring food from home; or
- when you are claiming accommodation allowance.

### 30 night limit

3.4.7 As noted above, the 30-night (and 30-day) limits are intended to ensure that staff are not required to work for long periods of time in circumstances which necessitate working away from their principal office, or staying away from home, unless there is a critical business need for them to do so. Long periods of duty at a different office or where overnight accommodation is required are both onerous to the individual, and costly to the Department.

3.4.8 If you are required to work at a location requiring you to stay away from home, you may claim for a maximum of 30 nights in one place. After this, if you are still away from home, you may claim accommodation allowance.

3.4.9 There are some specific rules about this:

- If you are told on or before your 24th day on night subsistence that you will be staying for more than 30 nights, accommodation allowance is payable from the

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31st night; but if the position is not clear until the 29th day, you may claim night subsistence until the 35th night.

- Weekend nights do not count towards the 30 nights period if you return home. So you should count only working nights spent away from home towards the 30 night calculation.

3.4.10. If there are breaks within your 30 nights' staying at the same location, as long as your breaks still relate to official business, the following applies:

- If you are absent for 3 nights or less - these nights do not count towards the 30 nights calculation, but subsequent nights away do. So, for example, if you are away on detached duty for 12 nights and move to another location for 2 nights, the first night back at the original detached duty station would count as night 13 towards the '30 nights' calculation. You would still be able to separately claim night subsistence for the 2 nights at the other location.
- If you are absent for 3 nights or more - the continuity is broken, and a subsequent night away is considered a fresh start to the 30 nights allowance.
- If your return home is for private reasons (including annual and other leave), the nights before and after are accumulated as in the 3 nights or less example shown above. You are not entitled to a fresh start.

3.4.11 Once your 30 nights' entitlement to overnight subsistence has been exhausted, you will require a 3 month break before you can claim it again. This means 3 months from the end of the 30 nights entitlement, and only if you are not claiming accommodation allowance. If you return to the same detached duty station within 3 months of exhaustion of night subsistence, you may only claim accommodation allowance.

3.4.12 Subject to the specific requirements noted at 3.4.9 and 3.4.10 above, claims for subsistence over the stipulated 30 night limit may, in exceptional circumstances, be agreed subject to a business case approved by your Line Manager and Deputy Director. This must be discussed and approved as soon as it becomes clear that the 30 nights' period may need to be exceeded beyond the short extension permitted as described at 3.4.9.

### Illness while claiming overnight subsistence

3.4.13 If you are ill, but do not expect to be unfit for long enough to justify returning home, you may continue to claim overnight subsistence. This also applies if a doctor certifies that you are too unwell to travel. If you are so ill that you need to go to hospital, you may claim any extra expenses incurred in being taken ill away from home, as long as they do not exceed the upper limit of £21.25 for overnight subsistence.

### Overnight allowances

3.4.14 Minimal incidental expenses to cover items such as a telephone call home or to purchase a toiletry item that has been forgotten, for example. This also applies to attendance at training courses. The claimable amount is £5.

### Examples of overnight subsistence

#### *Example 1 – **claiming overnight subsistence***

You live and work in Darlington. You leave home at 7:00am on day 1 and return home at 11:30 on day 2. Your normal journey to and from the office is 30mins. Your 24 hour cycle of overnight subsistence therefore begins at 7.30 am on day 1. Your actuals claim for overnight subsistence will cease at 7.30 am on day 2, leaving a balance for day subsistence of 3½ hours (4hrs less 30 mins normal travel). On day 1, lunch is provided, but you buy dinner. Breakfast on day 2 is provided at the hotel.

Absent	Claim	Covers
		Breakfast at home
From 7:30 till 7:30	Receipted actuals up to the overnight subsistence allowance of £16.75 for dinner (£21.25 - £4.50).	Dinner, as lunch was provided
	Incidentals	Incidentals
From 7:30 till 11:00	Under 5 hours therefore no day subsistence available.	Breakfast provided at hotel

#### *Example 2 – **claiming overnight subsistence and day subsistence***

You live and work in Sheffield. You leave home at 5:30am on day 1 and return home at 19:30 on day 2. Your normal journey to and from the office is 30mins. Your 24 hour cycle of overnight subsistence therefore begins at 6.00 am on day 1. Your actuals claim for overnight subsistence will cease at 6.00 am on day 2, leaving a balance for day subsistence of 13 hours (13½hrs less 30 mins normal travel). You buy lunch at your destination and buy dinner at the hotel. The next morning you have breakfast at the hotel, lunch at Sanctuary Buildings and buy dinner on the train on the way home.

Absent	Claim	Covers
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From 6:00 till 6:00	Pre-6am official start so breakfast available. Receipted actuals up to the limit of £4.50	Breakfast
	Receipted actuals up to the limit of £21.25	Lunch, Dinner
	Incidental rate	Incidentals
6:00 till 19:00	You are absent for a further 13 hours, the equivalent of 3 meals. However, breakfast was provided in the hotel, so you may claim actual expenditure for day subsistence up to the maximum of the 10 hour rate.	Breakfast eaten at the hotel

### *Example 3 – claiming overnight subsistence when breakfast is provided*

You set off for London at 0600 and take breakfast, which is part of the rail ticket package, you purchase lunch, stay overnight in a hotel for bed and breakfast, buy lunch the next day and arrive back home at 1700.

Absent	Claim	Covers
From 6:00 till 6:00 (24 hours)		Breakfast provided on the train
	Receipted actuals up to the limit of £21.25	Lunch, Dinner
	Incidental rate	Incidentals
6:00 till 17:00 (11 hours)	Actuals for day subsistence up to the limit of the over 5 hour rate	The cost of lunch as breakfast is provided

### 3.5 Overseas allowances

3.5.1 For overseas, the subsistence rates are subject to change in relation to currency fluctuations. The rates are available via the [HMRC website](#).

Receipts must support all expenditure or without receipts, by Line Manager approval only, secured prior to claim and annotated on the relevant claim line in iExpenses.

### 3.6 Non Civil Servant expenses and EXP21s

3.6.1 Non civil servants who are just claiming expenses (not fees) from the department, to be paid into their own personal UK bank account, should use the "Claim detached duty/official duty expenses" form [CSF EXP21](#) and follow the associated processes. This accounts for the majority of non-civil servant personal expenses claims. An additional aide memoire has been produced to help with the completion of this form – this should be printed off and sent out with the form.

3.6.2 Please note that payment of expenses for non civil servants has to be agreed in advance with the appropriate budget holder, and should only happen where we would not expect the non civil servant's employer to cover their expenses. In addition, non civil servants who are paid a fee for their time and have a contract with the department are [fees paid staff](#) and should use the specific processes for this group.

3.6.3 Budget holders should approve completed EXP 21 forms and ensure they are content that the information given is accurate. Please ensure that all claims have the correct Cost Centre and are signed by an Approved Authoriser. Failure to do will result in claims being rejected by the SSCL Expenses Payment team and forms being returned to approve for verification, thereby delaying payments.

Completed and approved forms should be sent, by the departmental contact, to the following address:

**Shared Services, I-Expenses Team, Room 6124, Tomlinson House,  
Blackpool, FY5 3TA**

For any queries regarding the payments, please contact the I-Expenses team at [cardiff.manualiexpensequeries@dwpgsi.gov.uk](mailto:cardiff.manualiexpensequeries@dwpgsi.gov.uk) or the Helpdesk contact no. 8888

Please remember not to save local copies of shared service forms in case they change. All shared service forms should be completed using the live versions found on the intranet.

3.6.4 If the employing organisation of the non-civil servant needs to be reimbursed

for their time or expenses, this should be treated as a commercial payment. An invoice, including details of the bank account to be credited, should be obtained and paid as a Non Purchase Order Invoice. The relevant cost centre and account code should be noted on the invoice before it is sent to Shared Services for processing.

3.6.5 EXP21 forms are primarily for use by non civil servants but there are circumstances where DfE staff who are on leave and have no access to departmental systems (RM) can use the form. Please note that this should only be an exception.

### **3.7 Training course expenses**

3.7.1 Claims can only be considered for expenditure that was necessarily incurred in the performance of any official duty undertaken during the duration of the course. The following are considered to be acceptable (subject to the production of valid receipts):

- transport costs to and from the course centre, if the course provider has not made arrangements
- costs incurred on official telephone calls, internet connection or fax transmission costs; and
- costs of meals when not provided by the training supplier e.g. when the course is non-residential or when travelling to the training course itself (provided that the course is held more than five miles from the usual place of work).

3.7.2 Claims should be made on an actual cost basis following the day/overnight rules above.

### **• 3.8 Honours and Garden Party attendance**

- 3.8.1 All staff are eligible for some assistance towards travelling and subsistence expenses on receipt of awards in the New Year and Birthday honours list (e.g. MBE, OBE) and gallantry awards (George Cross, George Medal etc.) or an invitation to a Royal Garden Party at Buckingham Palace (where this is recommended by the department). Any assistance must be kept within the cost of standard rail fares and actual claims up to the maximums allowed under the Day/Night subsistence policies.

#### Honours Investiture

3.8.2 The recipient of the honour may claim:

- rail travel to attend the investiture, within the maximum of the return standard rail fare from a local station. This should be booked via Redfern



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- hotel accommodation if necessary – accommodation arrangements must be made with Redfern
- taxi fares for the return journey between a London railway station and Buckingham Palace, or between a London hotel and the Palace.

### Garden Party

3.8.3 The recipient of the invitation may claim:

- rail travel to attend a Royal Garden Party within the maximum of the return standard rail fare from a local station. This should be booked via Redfern
- the cost of subsistence
- hotel accommodation if necessary - accommodation arrangements must be made with Redfern.

### Guests

3.8.4 Costs that can be claimed by guests of staff for either investiture awards or Garden Party invitations are:

- standard class return travel for a maximum of three guests for an investiture and for one guest for a Royal Garden Party.
- if the award is a posthumous one, or the recipient has since died, the fares and day subsistence costs of three relatives or friends may be met. The department will contact the relatives informing them what they may claim.

### Procedures

3.8.5 Actuals must be claimed and receipts must be retained for all applications for reimbursement of travel costs.

3.8.6 Staff should book their tickets via Redfern and claim any expenses via iExpenses in RM.

3.8.7 Any guests who are not departmental staff should purchase their own tickets and claim the costs back on form EXP21 form (used by non-civil servants). The form can be downloaded via this link.

## **3.9 Emergency travel and subsistence**

3.9.1 Incidents that disrupt the department's ability to operate business as usual

may impact on staff in one way or another. Some types of incidents will impact more significantly than others and, in these cases, can result in staff being stranded or unable to travel home.

3.9.2 If an incident that affects a DfE site impacts on a large number of staff, the local Silver/Bronze team may coordinate the booking of travel and accommodation for affected staff. Check the DfE Incident Helpline for details, 020 7340 7930 or [www.education.gov.uk/status](http://www.education.gov.uk/status)

3.9.3 Some examples of incidents where emergency travel and subsistence requirements may apply include:

- the immediate evacuation of a DfE building or a venue being visited, with no chance of re-occupation of the building/venue that day resulting in staff being unable to collect personal belongings left inside
- significant disruption to major public transport routes (e.g. mainline train services), resulting in travel being suspended. In this example, disruptions affecting local bus services would not be applicable unless a particular route was the only one available for a member of staff or the disruption would result in a significant increase in their travelling time
- the sudden onset of severe weather resulting in significant disruption to public transport routes and travel being suspended.

#### Making travel and hotel arrangements

3.9.4 The emergency travel and subsistence arrangements generally adhere to the normal policies and requirements detailed elsewhere in this guidance. Wherever practicable, travel and accommodation should be booked through the approved routes outlined in Chapters 2 and 3. You should ideally get Line Manager written approval before making any T&S arrangements, even in emergency situations – but if circumstances make this impracticable, you must ensure you secure retrospective written approval from your Line Manager for all expenditure and claims made.

3.9.5 When making emergency travel and accommodation arrangements, you should bear in mind the following:

- travel bookings – seek Line Manager approval for bookings or ticket purchases made independent of Redfern Travel
- hire car bookings - all emergency hire car bookings require Line Manager approval (of at least HEO grade)

3.9.5 If Redfern Travel cannot find a hotel, staff members may book their own accommodation within the cost parameters set out at [3.12.3](#) below. Any bookings exceeding the set limits for hotel accommodation, either through Redfern or self-booked, must have Line Manager approval beforehand.

Subsistence in emergency circumstances

3.9.6 Subsistence costs incurred as a result of using the arrangements above (e.g. paying for hotel stays, meals, taxi fares) can be claimed back using the usual expenses procedures, subject to the normal subsistence limits set out at 3.2 above.

**3.10 Miscellaneous expenses**

3.10.1 Incidental expenses incurred, as part of official travel – e.g. phone calls, tolls and parking fees – should be claimed via iExpenses.

3.10.2 Under no circumstances should other miscellaneous office expenses be claimed as travel or subsistence costs in iExpenses. All official business expenditure is subject to DfE's standard procurement procedures.

3.10.3 Other miscellaneous expenses that are not part of claims related to travel and subsistence should be submitted using the relevant template within iExpenses.

3.10.4 Such items of expenditure include claims for compensation for loss or damage to personal effects whilst in the workplace or on official business. Claims for these items will give rise to a taxable benefit. If in any doubt, please contact the T&S Policy Team for advice before submitting your claim.

3.10.5 The department will not pay any penalty charges or administration fees – such as car parking, speeding, congestion or any other penalty charges.

**3.11 Permanent transfer / long term detached duty**

3.11.1 Staff who are to be permanently transferred and have to move home as a result may be eligible for reimbursement of removal expenses and to receive other allowances. Each case is treated individually, as the circumstances of different members of staff vary widely. The HR Business Partner for your work area can advise on this issue and the T&S Policy Team can provide advice on out-of-pocket expenses.

3.11.2 Long term (i.e. greater than two years) periods of detached duty, and expenses of relocation in excess of £8,000 are taxable. DfE may meet this liability but you should seek confirmation of particular circumstances should they arise.

3.11.3 If there is any doubt concerning an individual's tax position or the tax treatment of particular items of expenditure these should be referred to the T&S Policy Team for advice and clarification.

3.11.4 For arrangements for overseas detached duty, please contact the T&S Policy Team and your HR Business Partner.

### 3.12 Overnight accommodation

3.12.1 All hotel accommodation should be booked via [Redfern's online Self-Booking Tool \(tRIPS\)](#). Before you can use this booking tool, you need to register for a tRIPS login account through the [IS Service Desk](#) and select tRIPS.

3.12.2 You no longer need to obtain prior approval from your line manager for hotel bookings within policy, instead you will need to set up an auto forward rule within Microsoft Outlook so that copies of your hotel bookings are forwarded to your line manager. Guidance on how to do this can be [here](#). This ensures that your line manager will have oversight of your accommodation arrangements and removes any need to retain evidence of approval for bookings that are made within the policy.

3.12.3 The T&E Policy Team will receive details of all hotel confirmations direct from Redfern and will use these as part of the audit checks to ensure your booking is consistent with policy.

3.12.4 The cost of hotel usage by the department is significant. Bookers are responsible for ensuring that no expenses are incurred unless they are strictly necessary. In considering the business need to book overnight accommodation, you must:

- not use hotel accommodation which is not essential (for example, if a matter could be satisfactorily cleared by correspondence, video conference or telephone).
- not use hotel accommodation other than in the most cost effective way – wherever possible meetings and itineraries should be arranged with the most cost effective daily travel in mind.
- consider other events that are being held at the time of your stay. These events can drive up the price of accommodation and other charges.

#### Rates

3.12.5 Standard DfE limits are:

- London £110.00
- Elsewhere in UK £75.00
- Overseas [To reflect HMRC hotel rates](#)

3.12.6 Accommodation provided within five miles of your main workplace will qualify as a taxable benefit. You must process any such claims for reimbursement through

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payroll, to ensure that DfE grosses up the value being claimed and deducts and pays all taxes due to HMRC through PAYE, leaving you reimbursed with a net amount that matches your full claim.

3.12.7 When staying with friends and family, accommodation costs cannot be claimed, and travel claims cannot exceed the cost of a hotel + travel if you were staying at a hotel booked via Redfern within the departmental limits.

### Approval for exceptional bookings

3.12.8 Hotels booked through tRIPS cannot exceed the limits set out above by more than £25. Any bookings above the threshold of £25 are considered to be exceptional and must have your justification approved by your DD in writing, before booking with Redfern. The steps to take (once you have exhausted all possibilities within the policy limits) are as follows:

- Contact Redfern to confirm there are no other alternative hotels within the vicinity and if not,
- Email your DD setting out the rationale for the need for the booking and include the following information:
  - o Name of the person the booking is for (and who is to be informed of the booking confirmation)
  - o Cost Centre
  - o Date that the hotel is required
  - o Cost of the hotel
  - o Name of the hotel
- In the email ask the DD to confirm approval of the booking by forwarding their response including the details above onto the DfE contract manager for Redfern and cc yourself. The DfE contract manager for Redfern, once content, will email Redfern and cc you (the booker), providing authority for the booking to go ahead.
- Once you have received that email you should wait up to 4 working hours for booking confirmation. Please be aware that emails to Redfern are only monitored during office working hours: Monday to Friday, 08:00 – 18:00, if you have an urgent requirement for a response before that please call Redfern directly on 01274 726424 to confirm your booking requirement.

A preference for a particular hotel or chain is not sufficient reason to exceed the price limit unless related to a reasonable and necessary requirement, for example disability access.

### Minimum hotel standards

3.12.9 The Crown Programme hotel standards are:

- Standard Double/Twin or Single room for single occupancy
- En-suite facilities including shower or bath
- Bed & Breakfast (BB) and Room Only (RO) board basis available
- Rooms guaranteed for late arrival
- Free cancellation up to 2pm on Day of Arrival for most bookings (however, some properties will require a longer cancellation notice period)

**Staff must check all descriptions and information made available on tRIPS or through the offline service that the rate chosen contains the cancellation policy that they require.**

3.12.10 In addition the department expects that:

- The hotel is a minimum of 3\* rating
- City hotels should have good access to public transport
- Breakfast should also be included as part of the package provided
- If an individual arrives late, the hotel should have provision to provide a hot meal
- It would also be preferable for room service to be available.

#### Overseas bookings

3.12.11 Overseas accommodation should be booked using Redfern, wherever possible. Individuals who choose to book their accommodation independently should always consider value for money and will need to demonstrate that their booking was cheaper than using Redfern.

3.12.12 If Redfern cannot arrange the payment as normal due to accounting difficulties, we recommend that you apply for an advance using the iExpenses module in RM. This way you can settle the bill upon departure. Alternatively, you could make the payment from your personal account and claim the amount back using iExpenses. Overseas hotel rates can be found [on the HMRC website](#).

#### Cancellations

3.12.13 Individuals should ensure that they fully understand the cancellation terms and conditions before booking a hotel room in order to reduce spend on penalties. Most hotel bookings can be cancelled online by logging onto tRIPS and selecting *Baskets Manager* to view the relevant booking. You will need to select Cancel Booking to initiate the cancellation process and follow instructions to complete the procedure. Staff should

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also contact Redfern Travel directly either on REDACTED> or by email at REDACTED> to confirm cancellation.

### Late cancellations and non arrivals

3.12.14 Staff should note that the department will incur costs for late cancellations or failure to arrive. DfE is required to ensure the correct accounting procedures are followed to record any such instances as write-offs. Further guidance can be found [here](#).

### No reservation?

3.12.15 It is very important you take your confirmation email with you to the hotel. This email contains the 24-hour emergency phone number for Redfern Travel. If you arrive at your hotel and the hotel has no booking for you, Redfern will ensure that you are provided with a satisfactory room overnight and payment to the hotel can be sorted out the following day. It may be prudent to contact your hotel on the morning of your booking, to confirm that the booking has been made for you as originally applied for through Redfern

**Chapter 4 - contents**

**Working lunches and official entertainment**

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- 4.2 [Lunch for civil servants](#)
- 4.3 [Lunch for non-civil servants](#)
- 4.4 [Official entertainment](#)
- 4.5 [Team work-based training and awaydays](#)
- 4.6 [Expenditure on official gifts](#)



## **4 Working lunches and official entertainment**

### **4.1 Introduction**

4.1.1 Working lunches or the provision of refreshments will only be allowed in the following circumstances:

- when promoting the smooth running of official business. The meeting must include external guests and must substantively take place during the lunch period - i.e. between 12 noon and 14:00
- take place as a necessary component of a meeting for the purpose of official business, of a total duration in excess of two hours, and with external guests in attendance. External guests do not include DfE staff from other sites, other Whitehall civil servants, or Non-Executive Directors; and
- the provision of bottled water at meetings will be in accordance with the provision of refreshments above.

### **4.2 Lunch for civil servants**

4.2.1 If keeping people together will progress the Departmental work in hand then a moderate lunch may be provided. This will normally be only when some attendees have travelled, and the use of their time must be maximised. Subsistence claims must be adjusted to take account of the meal.

4.2.2 In some exceptional cases lunch may also be provided:

- where staff have not travelled, only if the meeting cannot be arranged so that attendees can get lunch at a reasonable time. It must be approved in advance by a deputy director or above.
- where senior managers (at least deputy director level) meet staff who are normally remote from this level of management. Prior approval for such an event must be obtained from the relevant director.

### **4.3 Lunch for non civil servants**

4.3.1 If the event is attended by non civil servants then, in addition to the arrangements described above, it may be appropriate to provide lunch at an outside restaurant subject to the provisions on providing hospitality, which normally limit this to deputy director or above.

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4.3.2 Line Managers (HEO or above) must approve working lunches. Line Managers are responsible for defending the expenditure if challenged, and should ensure that meetings are not timed solely to justify working lunches.

4.3.3 In-house restaurant facilities should normally be used for working lunches. However, purchase can be made from other suppliers if it can be shown to give better value for money. Procedures for ordering in-house working lunches can be found on Services Zone.

4.3.4 The amount that will be reimbursed, inclusive of soft drinks, is subject to a limit of £10 per head, inclusive of VAT.

4.3.5 With the exception of paragraph 4.1 above, the provision of the following is prohibited:

- food, biscuits, tea and coffee for meetings of staff and contractors (including non- Executive board members)
- biscuits, fruit and other refreshments at public expense for consumption by staff during working hours
- purchase of chocolates, cakes and other items as rewards for specific work achievements.

4.3.6 The purchase of 'everyday' refreshments (teas, coffees etc.) for Ministerial offices will only be permitted where these are in accordance with the policy 4.1 above, if meeting a specific Ministerial request or requirement, and where these will be accounted for and reported as a benefit in kind to that Minister.

4.3.7 The provision of refreshments for out of hours working, including weekends, is not allowable. You are permitted to claim overtime but are expected to provide your own sustenance, exactly as you are expected to do during normal working hours. Maximum subsistence allowance for late working in the office is for receipted actual amounts up to a limit of £10 (with Line Manager prior approval). Provision of snacks for out of hours working including weekends is not allowable.

### 4.4 Official entertainment

4.4.1 Entertainment at public expense is rightly subject to a very high level of public scrutiny and personal accountability. You must always take care to ensure that your actions do not leave you, your colleagues or the department open to criticism. The facility to provide official entertainment should be used sparingly. Expenditure should be kept as low as possible, compatible with the occasion and standing of the guests.

4.4.2 Hospitality at public expense normally takes the form of lunch or dinner; casual drinks do not qualify for reimbursement. Only functions with external guests

present qualify for reimbursement.

4.4.3 If you attend a lunch or dinner, your attendance should be only because this is a necessary business requirement - there should be no element of reward to you in attending a function. The number of DfE staff in attendance must not exceed the number of visiting guests.

4.4.4 The majority of civil servants are not generally permitted to provide hospitality. For DDs and above, hospitality must be approved in advance by a colleague of senior grade. The amount that will be reimbursed for providing hospitality to official guests is subject to a limit of £26.50 per head and (£35 per head for dinner). Alcohol should not be purchased, and the cost of any alcoholic drinks cannot be reclaimed unless agreed in advance by the relevant Director. All such hospitality must be funded from administrative budgets.

4.4.5 Hospitality must be recorded in the [gifts and hospitality register to confirm the purpose of the entertainment and the names of the attendees.](#)

#### **4.5 Team work based training and awaydays**

4.5.1 Expenditure on team work-based training or awaydays is allowable but any event must have clear work-based training content. Refreshments should not be provided, unless hiring the venue is based on a standard package that includes refreshments for delegates,

and when it is unavoidable then these refreshments should be within hospitality limits. Further details can be found [here](#).

4.5.2 Teams will need to consider whether the event may incur a tax liability. If the training could be construed as intending to provide a reward, or does not meet the definition of work-related training, this could be classified by HMRC as liable for tax as a taxable benefit, thus increasing the costs to the team.

#### **4.6 Expenditure on official gifts**

4.6.1 Using public money to purchase any gifts should only be considered in exceptional circumstances. The cost of any such gifts should involve only modest expense. The purchase of gifts will normally only be appropriate where they are to be presented by senior officials, when it is anticipated that a gift may be offered and it is considered necessary to reciprocate. Occasionally, it may also be appropriate to present a gift to a visiting VIP, or to someone who is not an employee but who has made a significant contribution to a piece of work sponsored by the department. Further details can be found [here](#).

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**Chapter 5 - contents**

**Expenses and Taxation**

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5.5.9 [Two places of work flowchart](#)

## **5 Expenses and taxation**

### **5.1 Introduction**

5.1.1 If you can answer yes to any of the following questions, you may be in receipt of a taxable benefit that could affect your personal tax position:

- are you claiming expenses for travelling from your home to a DfE office?
- do you ever claim expenses for staying at, or close to your normal place of work?
- are you on secondment from another department?
- do you regularly work in more than one DfE location and claim expenses when travelling to the second DfE workplace? Use the flowchart below to help you to determine if this may mean you are, in effect, working regularly enough at a second office site to require your expenses to be treated by DfE as taxable.

### **5.2 Home to office travel expenses**

5.2.1 If you are currently claiming expenses for regular home to office travel it is likely that you are in receipt of a taxable benefit. Please refer to the contact details at the end of this section and discuss your circumstances with a member of the T&S Policy Team.

### **5.3 Accommodation expenses at or close to your place of work**

5.3.1 If you claim expenses for staying in a hotel at or close to your normal place of work it is possible that you may be in receipt of a taxable benefit. Please refer to the contact details at the end of this section and discuss your circumstances with a member of the T&S Policy Team.

### **5.4 Secondment**

5.4.1 If you are on secondment it is unlikely that a taxable benefit will arise if the duration of your secondment is less than 24 months. If the secondment is for more than two years or it is highly likely to be extended, taking it over the two-year threshold, then a taxable benefit may arise and may be retrospective for the whole period. Please refer to the contact details at the end of this section and discuss your circumstances with a member of the T&S Policy Team. For any proposed secondments, T&S Policy Team can provide advice during negotiations to ensure that the appropriate tax treatment is established at the earliest opportunity.

### **5.5 Two places of work**

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5.5.1 Members of staff who regularly carry out the duties of their role at more than one DfE location (e.g. working and holding regular meetings at both Sanctuary Buildings and Piccadilly Gate) will be deemed to have two places of work for tax purposes.

5.5.2 *Do I have two places of work?* key criteria:

- your attendance at both sites has to be regular (although not specified by HMRC this will usually apply if the attendance at one site is at least 40 per cent of availability); and
- your work at both locations has to involve the substantive duties of your role - so visits to another location to attend a meeting or a seminar would not count, but the act of logging on to the computer network would.

Any expenses incurred in these cases would be taxable – DfE would be liable for a payment, to HMRC, of the relevant values of income tax and NIC employee / employer contributions that are applicable to your specific tax situation.

### Taxation rationale and impact

5.5.3 Ordinary home to office expenses are the responsibility of each employee, not the department. However, a member of staff registered as a split site worker can claim the cost of their travel to the second 'split site' workplace from the department. For taxation purposes, HMRC determines whether a second site is a regular workplace based on whether they are working regularly at a second office for 40% or more of their working time – where 'regular' means there is an expectation that the member of staff is located in the same working area, can be normally contacted there for working purposes, and performs their regular working duties there.

5.5.4 When the department funds the cost of home to second permanent office (split site) travel this creates a taxable liability - but it is only a liability on those specific travel expenses, meaning staff who are registered for split site working often have to fill in two expense claims in each period, one covering their split site travel and one for all other travel and subsistence costs, as these other costs are treated by HMRC as non-taxable benefits. For example, visits to other work locations other than the designated split site office would not be part of your split site expenses.

### Accounting for split site costs

5.5.5 If you qualify as a split site worker, you need to register this on RM by completing the split site workers registration form, CSF\_SSW1, which can be downloaded via [HR forms](#). If your circumstances change, you will de-register using the same form.

5.5.6 If you are registered as a split site worker, you must fill in a return each period, which identifies any tRIPS / Redfern expenses you have booked for travel to /

from the split site (hotels, rail etc.) and submit this to SSCL, who will then identify and include these costs in the benefit calculation. You will also need to complete an iExpenses claim for your split site costs for each period, using the 'notionally taxed expenses' template.

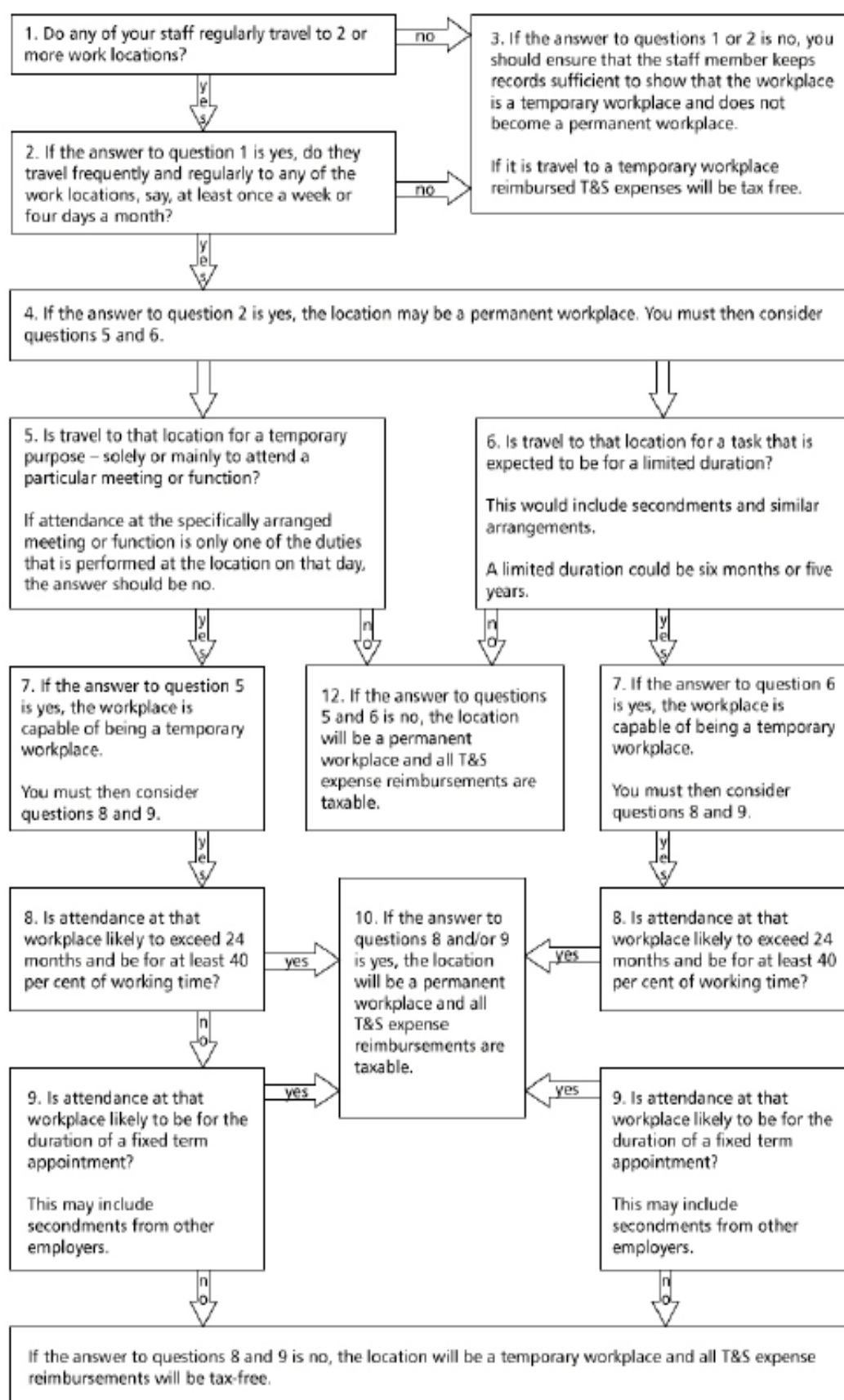
5.5.7 Any taxable benefit is then captured and dealt with through the payroll run. This also feeds into the taxable benefits reporting requirements compiled by the department for all employees at year end, triggering a [P11D](#) to be issued for you reflecting the split site taxable benefits you have received. The tax on your split site travel claims is paid by the department, so if you are registered and claim as set out above, your salary will be automatically grossed up to ensure you are paying for the tax yourself, grossing up calculation in the pay run.

5.5.8 If you do not follow the above guidance, you may incur a personal tax liability. If you are in any doubt regarding your work arrangements or work pattern, or if you require further advice, please contact a member of the T&S Policy Team to discuss your situation.

5.5.9 For more information on working patterns and the impact of split site working see the diagram below.



Figure J.1: HM Revenue & Customs two places of work flowchart



**Chapter 6 – contents**

**Professional Subscriptions**

6.1 Introduction

6.1.2 Finance staff

6.1.5 Analytical specialist staff

## **6 Professional subscriptions**

### **6.1 Introduction**

6.1.1 Employees may claim back the cost of annual subscriptions for up to a maximum of three professional bodies, provided that each body is on the HMRC approved list and its activities are directly relevant to the employee's duties. Further subscriptions may be claimed as a tax deduction on the employee's tax assessment return, provided they are also on the HMRC approved list. Further details can be obtained at <https://www.gov.uk/tax-relief-for-employees/professional-fees-and-subscriptions>.

#### Finance staff

6.1.2 Qualified and part-qualified Accountants may be entitled to re-claim the cost of the subscription to their professional body. The department allows staff to reclaim the costs based on the following criteria:

- The professional body must be included in the HMRC approved list (a full list is available on the HMRC website, via this link [list of approved and unapproved subscriptions](#) - the list includes AAT, CIMA, CIPFA, ACCA and ICAEW).
- The subscription must be relevant to the role being undertaken by the member of staff. Roles can include those requiring an Accountancy qualification through to roles where financial knowledge is desirable.

6.1.3 The cost of the subscriptions should be charged to either:

- REDACTED> (bursary code) for part-qualified bursary and FMDS trainees, or
- The relevant pay-bearing cost centre code for qualified accountants.

Please note that if you are an EFA student, you should claim bursary expenses against your normal cost centre code.

6.1.4 You should make your Line Manager or the bursary scheme manager aware if you are reclaiming any subscriptions. Where there is uncertainty about the appropriateness of the claim please contact Helen Ledger, head of Finance Professionalism Team on REDACTED>

#### Analytical specialist staff

6.1.5 For Government Economic Service (GES) and Government Operational Research Service (GORS) subscriptions, membership is based on a list of economists/operational researchers provided to GES/GORS on an annual basis. GORS staff can also claim membership to The OR Society. Statistician Group members of the Government Statistical Service (GSS) who are members of the Royal Statistical Society

## Joint Schedule 1 (Definitions)

(RSS) can claim their membership subscription from the department. Subject to the agreement of their Line Manager the department will pay the subscription on their behalf; their subscription will entitle them to receive the Society's Newsletter and one of its Journals. Statistician Group members whose subscription is paid by the department will be expected to provide evidence of how membership has enabled them to undertake relevant CPD activities related to their development.

**[Annex A](#)**

**Minister and Special Advisers**

A.1 [Introduction](#)

A.2 [Travel by Ministers](#)

A.2.4 [Officials travelling overseas with Ministers](#)

A.2.5 [Non-scheduled flights by Ministers](#)

A.2.6 [Travelling expenses of Ministers' spouses or partners](#)

A.3 [Special Advisers](#)

## **Annex A**

### **Ministers and Special Advisers**

#### **A.1 Introduction**

A.1.1 The policies and guidance in this document apply to Civil Servants and those who are working in the department who are bound by Civil Service terms and conditions. Travel and expenses claims for Ministers and Special Advisers should follow this guidance as far as possible, only diverting from it where this is permissible and defensible under the terms of:

- The [Ministerial Code](#); and
- The [Code of Conduct for Special Advisers](#).

Both of these documents are also available from the gov.uk website:  
<https://www.gov.uk/government/publications>

#### **A.2 Travel by Ministers**

A.2.1 For Ministers, the general principle set out in the Ministerial Code is that they should always make efficient and cost-effective travel arrangements. Ministers' Private Offices should ensure that they follow this principle when making any travel arrangements on behalf of Ministers.

A.2.2 In general, following Departmental policies and guidance on travel and expenses will ensure that Ministerial travel is both efficient and cost-effective. However, there will be individual circumstances when arrangements need to be made which go beyond the provisions of normal Departmental guidance.

A.2.3 In these cases, the person making the arrangements should keep sufficient evidence to show why they have needed to make these arrangements, and to demonstrate that they remain efficient and cost-effective in the circumstances. This evidence should be kept for at least three years, to allow for any subsequent audit of claims, or to satisfy any requirements for transparency and public accountability.

##### **Officials travelling overseas with Ministers**

A.2.4 The Ministerial Code makes it the personal responsibility of Ministers to approve the size and composition of Departmental delegations accompanying them on overseas visits, keeping delegations as small as possible. HM Treasury will publish, at least quarterly, details of all such travel overseas by Ministers.

#### Non-scheduled flights by Ministers

A.2.5 The Ministerial Code provides for members of the Cabinet and Ministers in charge of Departments to authorise special flights in certain circumstances. However, the general principle that Ministers should always make efficient and cost-effective travel arrangements still applies. Officials making bookings for non-scheduled flights on behalf of Ministers should seek the most cost-effective option available – either through seeking competitive quotations for the services required, or by using established Departmental travel contracts.

#### Travelling expenses of Ministers' spouses or partners

A.2.6 The Ministerial Code allows for the expenses of Ministers' spouses or partners when accompanying the Minister on official duties to be paid from public funds in certain circumstances. This should only be when it is clearly in the public interest that he or she should accompany the Minister, and when the agreement of the Prime Minister has been obtained in advance.

A.2.7 The department does not hold payment details for spouses and partners in the same way as it does for paying Ministers' expenses. Any claims for spouses or partners should either make it clear that the reimbursement is to be paid direct to the Minister, or provide details of the bank account into which the claim is to be paid.

A.2.8 Responsibility for ensuring such claims fulfil the general principle of efficiency and cost-effectiveness remains with the Minister on whose behalf the claim is being made.

### **A.3 Special Advisers**

A.3.1 The Code of Conduct for Special Advisers sets out the terms under which Special Advisers are employed in the Civil Service. Special Advisers are temporary civil servants, exempt from the general requirement that civil servants should be appointed on merit and behave with impartiality and objectivity. They are otherwise required to conduct themselves in accordance with the Civil Service Code.

A.3.2 Under the Civil Service Code all civil servants, including Special Advisers, are expected to make sure that public money and other resources are used properly and efficiently. They must also not be influenced by the prospect of personal gain. Special advisers should not use official resources for party political activity.

A.3.3 These principles apply to all travel and expenses claims by Special Advisers, just as much as to other areas of their Civil Service employment. In general, Special Advisers are bound by the policies and guidance set out for Departmental staff in the rest of this document.

## Joint Schedule 1 (Definitions)

A.3.4 There can be occasions when Special Advisers believe there is a case for diverging from this guidance in order to fulfil their duties, within the exemption from the Civil Service Code allowed to them. In any such cases, the Special Adviser (or the person making arrangements for them) should keep sufficient evidence to show why they have needed to make these arrangements, and to demonstrate that they remain proper and efficient in the circumstances. This evidence should be kept for at least three years, to allow for any subsequent audit of claims, or to satisfy any requirements for transparency and public accountability.

A.3.5 The Permanent Secretary's approval must be obtained before a special adviser accompanies a Minister overseas.

A.3.6 Further advice on the application to Ministers and Special Advisers of the Civil Service Code, Ministerial Code or Code of Conduct for Special Advisers can be sought from the Permanent Secretary's Office, who advise on all matters of regularity and propriety in respect of Ministers and their advisers.

A.3.7 Advice on the application of the Departmental travel and expenses policies, individual travel needs, or ensuring the efficiency and cost-effectiveness of potential expenses claims, can be sought from the T&S Policy Team.

A.3.8 For reference:

- Ministerial Code, September 2010 - (<https://www.gov.uk/government/publications/ministerial-code>)
- Code of Conduct for Special Advisers, Cabinet Office, June 2010 - (<https://www.gov.uk/government/publications/special-advisers-code-of-conduct>)
- Civil Service Code, November 2010 - (<https://www.gov.uk/government/publications/civil-service-code/the-civil-service-code>)



## Annex B

### Approval for travel arrangements outside standard policy

Where you are making travel arrangements outside the requirements set out in [Chapter 2](#) of this guidance, you must complete this form before travel. You and your Line Manager should retain a copy of this for audit purposes as evidence of authorisation.

Name of traveller

Team		Directorate		Cost	
------	--	-------------	--	------	--

Journey details	
Date:	
Start/Destination	
Reason for journey	
Reason for travel arrangements being outside policy.  Please attach evidence, such as screen shot, to support vfm justification of arrangements being outside policy	

Signed		Date:	
(member of staff)			

I approve the above journey can be made outside standard policy.

Signed		Date:	
Print name			

## Joint Schedule 1 (Definitions)

(Line Manager)	
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**Annex C**

**Car Travel**

C.1 Hire vehicles and private cars

C.1.1 Policy principles

C.1.4 Scenarios and options

C.1.5 Private vehicle allowances

C.2 Standard rate (SR) mileage allowance and public transport rate (PTR)

C.2.5 Standard rate of mileage

C.2.9 Public transport rate

C.3 Passenger Supplements

C.4 Garage Expenses, Tolls, Ferries and Congestion Charges

C.5 Parking

Examples of when private / hire vehicles may be used

## Annex C

### Car travel

#### C.1 Hire vehicles and private cars

##### Policy principles

C.1.1 The department is committed to promoting more sustainable travel options. You are therefore encouraged to opt for public rather than private transport, unless there is a strong business case for the latter. You should consider whether car travel is the most appropriate means of transport, bearing in mind costs, efficiency and effectiveness. Private vehicles should only be used on official business if the journey is of clear operational value and not for personal convenience or preference, and economically the best alternative for the department against the cost of other modes of transport.

C.1.2 If you need to travel by car there are strict criteria on when a hire car and private car can be used, which take account of value for money and carbon footprint issues. You should ensure you are aware of the criteria before you decide on your mode of travel. The general principles are that:

- public transport should be considered first;
- hire cars should be considered prior to private car use; and
- hire cars must be used if your journey will exceed 120 miles in a day apart from some exceptions listed in the table below, for example those staff who regularly travel to non departmental sites as an integral part of their job.

C.1.3 This guidance does not cover the process you should use when authorising private or hire vehicle use. Please see the separate information about this as you must obtain the appropriate authorisations before travelling.

##### Scenarios and options

C.1.4 Three scenarios are set out in the table below –

- Using your private car and claiming the standard rate of mileage
- Using your private car and claiming the public transport rate of mileage
- Using a hire car.

Scenario	Distance	You may use the following vehicle once you have the appropriate authorisation in place	You may be able to claim the following rate of
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## Joint Schedule 1 (Definitions)

			<i>mileage</i>
Early morning and late evening travel instead of a taxi to the station	Under 120 miles a day	Private vehicle	Public Transport Rate
You have a disability which means you cannot use public transport	Any distance	Private vehicle <u>or</u> Hire vehicle	Standard rate
Journey to a non departmental site which is not accessible by public transport	Under 120 miles in a day	Hire vehicle as the first option  Or Private vehicle	Standard rate
Journey to a non departmental site which is accessible by public transport	Under 120 miles in a day	Hire vehicle as the first option  Or Private vehicle	Public transport rate
Journey to a non departmental site	Over 120 miles in a day	Hire vehicle only	N/A
Journey to a departmental site	Under 120 miles in a day	Hire vehicle as the first option <u>or</u> Private vehicle	Public transport rate
Journey to a departmental site	Over 120 miles in a day	Hire vehicle only	N/A
DfE members of staff who regularly travel to non departmental sites as an integral part of their job	Any distance	Hire vehicle as the first option <u>or</u> Private vehicle	Standard rate

### Private vehicle allowances

C.1.5 There are a range of allowances payable. They are:

- Mileage Allowances (standard rate and public transport rate).
- Passenger supplement.
- Equipment supplement.
- Garage expenses.
- Tolls and Ferries.
- Congestion Charges.

## **C.2 Standard rate (SR) mileage allowance and public transport rate (PTR)**

C.2.1 There are two rates of mileage allowance, standard rate and public transport rate. The SR is at a higher level than the PTR because to qualify for it you have to demonstrate a business need to use your private car which cannot be met by using public transport.

C.2.2 Generally, the use of SR mileage is confined to those staff who have to travel between non-Head Office locations as an integral part of their job requirement. Currently very few such staff exist within the department. Travel between the department's Head Office sites would not qualify for SR as all are adequately serviced by public transport. Similarly, journeys to one-off locations (e.g. conferences) using your own private vehicle, where adequate public transport facilities exist, would also not qualify for SR mileage.

C.2.3 Only where you are using a private vehicle because the journey cannot be made at all or cannot be made more cost effectively by any other means of transport can you legitimately claim the SR.

C.2.4 You are restricted to the PTR of mileage allowance if you have not taken out comprehensive insurance cover. If your (comprehensive) insurance policy is restricted by a total abstainer clause or endorsement, the department may still pay SR.

### Standard rate of mileage

C.2.5 Standard Rate (Cars)

- 45p up to 10,000 miles per year Apr-Mar
- 25p over 10,000 miles per year Apr-Mar

C.2.6 Your Line Manager must be satisfied that you have a legitimate business case for using your private car and claiming the SR of mileage, based on the considerations above before you make your journey and claim.

C.2.7 The amount of your claim can be restricted to the PTR or the cost of public

## Joint Schedule 1 (Definitions)

transport if the journey was undertaken without prior approval where this was necessary, (unless there were good reasons for approval not being sought, and would have been given if sought).

### C.2.8 To claim SR:

- you must have approval to use your private vehicle;
- you must have your Line Manager's prior approval to claim at this rate;
- you must have completed [CTS3 - Self certification to use a private vehicle](#) Self Authorisation form;
- you must have comprehensive cover, including business use, against damage to, or loss of the car. This final restriction has a few exemptions and you may still claim the SR, even if your (comprehensive) insurance policy does not cover frost damage, theft of any part or accessory (unless the car itself is stolen), or theft of any article left in the car.

### Public transport rate

C.2.9 PTR is a lower rate than SR because it reflects the fact that the department does not recognise the journey you are undertaking as being appropriate for official travel by private car, or that you have not insured your car comprehensively. Your vehicle must still be insured for business use. It is based on an average cost of public transport. Therefore this rate reimburses your travelling costs, but the department does not accept any liability in the event of any accident, damage, injury or death other than the liability that would have applied if the vehicle had not been used. The only exception to this is if you are claiming PTR for a concessionary journey.

### C.2.10 Public transport rate (cars)

- 25p (for all miles travelled)

C.2.11 If you decide to use a private vehicle for your own reasons, e.g. convenience, then PTR should always be claimed. However, the PTR is not an entitlement and reimbursement of costs may be restricted further, at the discretion of Line Managers, to the actual cost of public transport for that journey if it is clear that the most cost effective means of travel was public transport, as opposed to using your own private vehicle.

### C.2.12 PTR is payable under the following circumstances –

- If you have omitted to get your Line Manager's approval to using a private car at the SR.
- If your motor insurance cover is for basic risks only.
- If you are undertaking a concessionary journey.
- If you are making a preliminary visit before transferring to a new permanent office.

C.2.13 if someone else drives you part-way, for example you use your car for an official journey, and someone else has to drive it part of the way (e.g. if you drive to an airport and your partner drives the car back home) you may claim for the whole journey.

### **C.3 Passenger Supplements**

C.3.1 If you save public money by carrying colleagues who would otherwise have claimed their own travel expenses, you may claim a supplement. To claim you must also be on official business.

C.3.2 If you are entitled to claim SR, you may claim the supplement for each mile the passenger travels with you, even if your mileage allowances are limited for any reason.

If you are entitled to claim PTR, you may claim the supplement for each mile the passenger travels with you, but only for whichever is the shorter of:

- the return mileage between the place visited and the passenger's permanent office;
- the actual mileage you travelled together.

C.3.3 Passenger Supplement

- 2p per mile for the first passenger and 1p per mile for each additional passenger.

### **C.4 Garage Expenses, Tolls, Ferries and Congestion Charges**

C.4.1 The department will pay garage expenses, tolls, ferry fees and congestion charges, but only if the use of a car is economically the best alternative. The department will, subject to certain conditions, reimburse you for the cost of unavoidable garaging, tolls and ferry charges and Congestion Charges whilst on official business. The department will also consider, in specific cases, reimbursement of Congestion Charges for concessionary travel. In the case of reimbursement for concessionary travel, permission must be obtained before the journey is made.

C.4.2 There are a number of conditions. They are:

- if you travel on two or more consecutive days of detached duty, you may only claim your travelling expenses (including subsistence costs plus garaging and Toll charges) to the limit of what you would have claimed in overnight subsistence (or Accommodation Allowance) had you stayed overnight. If your total



claim exceeds this amount, you must confirm on your claim that your Line Manager has given approval that the total cost is justified and is in the department's interests;

- you must retain receipts for all charges wherever possible;
- to claim overnight garaging costs, you must also be entitled to night subsistence for the night in question, and provide evidence of an overnight stay;
- if you are claiming Accommodation Allowance, and your Line Manager is satisfied that you must garage your car away from home, you may claim for extra garaging expenses up to the limits;
- the department will only reimburse payment of Congestion Charges for use of a car on official business within the charging zone if the journey is of clear operational value and not for personal convenience or preference, and economically the best alternative for the department (including the payment of the Congestion Charge) against the cost of other modes of transport;
- the consideration that use of a car is the best alternative taking into account cost, efficiency and effectiveness.

## **C.5 Parking**

C.5.1 You are normally responsible for paying parking costs at your permanent office. However, if you need to visit your permanent station directly before or after a visit and there is no official car parking available, and there is no free public car parking available within reasonable walking distance, you may claim reasonable parking charges while you attend your permanent office. Such claims should be for daily charges only, but if you are a regular traveller, you should see whether a season ticket would be more economical.

C.5.2 You are entirely responsible for any car parking fines.

## **Examples of when private / hire vehicles may be used**

*Example 1*

James' key role involves regularly visiting more than one school a day. He would find it difficult to visit a few schools in one day (some of which may be situated in different geographical locations) for various reasons including: that there might not be direct public transport links between the schools; carrying all relevant paperwork may be difficult when moving from one mode of public transport to another which might result in James using taxis (which would add to his transport costs and carbon emissions). In this case, it would make more sense for James to use his personal car for the school visits, and claim SR.

*Example 2*

Rachael works in Runcorn and normally drives 10 miles from home to work. She needs to attend a meeting in London, and drives 20 miles to Warrington Bank Quay Station, where there are more frequent trains to London Euston. After work she takes a train back to Warrington Quay Station and drives 20 miles back home. Rachael may claim the PTR as she would normally travel 10 miles each way between her home and office.

*Example 3*

Suresh and Brenda work in the Manchester office and need to attend a conference at the NEC in Birmingham. The conference starts at 9.00am. Suresh would prefer not to stay overnight in Birmingham the day before, for childcare reasons. He may be able to use a hire vehicle to drive to the conference and back. He has offered Brenda a lift to the conference which will save in costs and carbon emissions.

*Example 4*

Paul holds a driving license but has no car. As part of his work, he needs to visit a school that is over 120 miles from where he lives. Paul needs to be there early and will have a late finish. In this instance Paul may choose to use a hire vehicle if it is the most suitable in terms of time and cost.

## **Annex D**

### **Procedure for booking a hire car**

[What vehicle hire supplier can I use?](#)

[Booking your hire vehicle](#)

[What make and model of vehicle can I have?](#)

[Arrangements for delivering and collecting the vehicle?](#)

[Vehicle Condition](#)

[What should I do when the vehicle is delivered?](#)

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[How long can I have the vehicle for?](#)

[What if I need extend, amend, or terminate the hire?](#)

[What if I need to cancel the booking?](#)

[Enterprise's Service Level Agreement](#)

[Will the department pay parking fees and congestion charges?](#)

[Penalty Charges](#)

[Intended Prosecutions for Speeding](#)

[Insurance](#)

[Accidents](#)

[Breakdown or problems whilst on a journey](#)

[Payment of Invoices](#)

[Complaints](#)

[Contact Details](#)

#### **D.1 What vehicle hire supplier can I use?**

D.1.1 A contract has been awarded to Enterprise Rent a Car UK Limited: the current contract will run until May 2019.

#### **D.2 Booking your hire vehicle**

D.2.1 All bookings must be placed via [Enterprise's Self Booking Tool B2B](#). Before you can use [B2B](#) your details will need to be registered via the IT Service desk accessed via the Intranet [homepage](#). Line manager approval will be required.

D.2.2 Any bookings made outside office hours of 08.00 to 18.00 Monday to Friday

and 9.00 to 12.00 Saturdays will be processed the next working day.

D.2.3 In line with current policy bookings should be approved by an officer at least one grade above the main driver and at least HEO grade. Grade 7s and above may self-authorise. The approving officer must check driving licences at least once a year

D.2.4 Insurance limitations mean that the car hire on-line booking facility should only be used by DfE members of staff (see para D17.1)

D.2.5 When you have completed and submitted your request you will receive a confirmation back from B2B with the details of your hire request. If no confirmation has been received within three working hours you should contact Enterprise's Business Support Centre on **REDACTED**.

D.2.6 Where possible, you should give at least 48 hours' notice to hire a vehicle. If your request is for a specific type of car, i.e. automatic, estate etc. you must attempt to give more notice for Enterprise to source the vehicle. Failure to do so may result in your preferred choice of vehicle not being supplied.

D.2.7 A £10 rental charge will be added for any one way hires. A charge of £250 will apply for lost keys.

### **D.3 What make and model of vehicle can I have?**

D.3.1 The department's policy is that for most journeys you should select a B Group manual vehicle. However, for long journeys, travelling over 200 miles in one direction and carrying three or more passengers, you may request a D Group. If you have more than four passengers, you should book a MPV.

D.3.2 In the current financial climate please consider car sharing wherever possible to reduce costs.

D.3.3 If you only have an automatic licence, or have a medical condition that requires an automatic vehicle, you must inform your Line Manager before you place your booking. Providing you give Enterprise sufficient time (48 hours) to source the vehicle an automatic vehicle should be supplied.

D.3.4 You can express a preference for any make and model that meets the above criteria from the [Enterprise list of makes, models and costs](#). You can state that you prefer not to receive a particular make or model of vehicle. Enterprise will endeavour to meet this preference, subject to availability and time constraints. Enterprise will contact you if they can offer you a downgrade or upgrade as an alternative. This will be subject to your acceptance. The department does not accept downgrades unless the vehicle Enterprise offer is your only option for a vehicle.

#### **D.4 What are the arrangements for collecting my hire vehicle?**

D.4.1 The department's preference is to utilise the free pick up service from Enterprise. They will pick you up from home, work or another address and bring you into the office to collect the vehicle. This service is offered on the return of your vehicle as well. This will save the department Delivery and/ or Collection charges, you will be able to inspect the vehicle with an Enterprise employee to agree the condition and it will remove the risk of the vehicle being parked outside of your property.

This service is only available between the hours of 08.00 and 18.00 Monday to Friday. Should you require this service, please state this on your B2B booking request, by selecting the option to collect from and deliver to the branch in the Additional Information field and ensure you provide the time you wish to be picked up and the branch you wish to use. Please allow travelling time to travel to the branch from your pick up address and about 5-10 minutes to complete the process at the branch.

Alternatively, you can have the vehicle delivered to and collected from home, office, or a business address. There are three considerations:

- Cost
- Parking restrictions
- Handover of keys
- Vehicle condition

D.4.2 Delivery and collection charges are tiered

- £4.50 – 0-10 Miles
- £8.50 – 10-50 Miles
- £5.00 per Mile – Over 50 Miles

There is a charge of £10.00 for a vehicle required to start outside of Enterprises office hours (Monday to Friday) and £5.50 (Saturday and Sunday). Enterprises working hours are Monday to Friday 8am to 6pm and Saturday 9am to 12pm.

D.4.3 It is the driver's responsibility to notify Enterprise of any parking restrictions or likely problems when booking on B2B. All parking penalty charges are the responsibility of the driver, not Enterprise, within the hire period (NB see para D13.2 for details of the hire period). Enterprise will not be responsible for any parking penalties during delivery and or collection of the vehicle.

D.4.4 Enterprise will normally leave and collect the keys for the vehicle at the reception for office and business addresses. If the vehicle is to be delivered to your office you will need to book a car parking space at the same time to cover the days for delivery and collection. Please remember Enterprise may deliver the day before and after if the hire start and end times are outside their normal working hours.

D.4.5 For home collections, Enterprise must be provided, at the time of booking, with a location for the keys if no one will be at home for the collection of the vehicle. The location for the keys must be a secure place. Enterprise's preferred option is that keys should be left with someone you know wherever possible. Please contact Enterprise branch to agree a location.

## **D.5 Vehicle Condition**

D.5.1 To ensure your complete satisfaction, Enterprise is very particular about the condition of their vehicles. All of their cars should be clean before each rental and are well maintained. The following represents a list of some of the items Enterprise branches address before a vehicle is deemed "ready to rent":

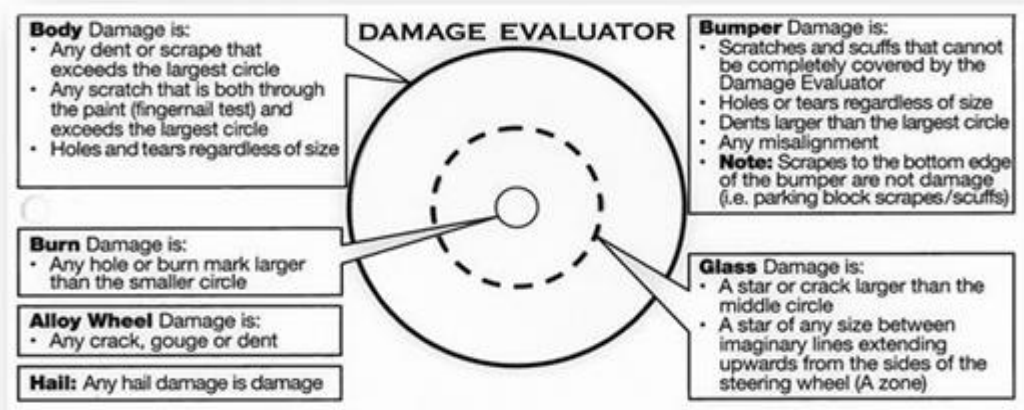
- Checked fluids
- Checked boot - spare tyre, jack or inflation kit
- Tyre tread depth above 3mm & no visible damage
- Cleaned interior
- Cleaned exterior
- Cleaned windows
- 12v dash power socket checked and working
- Test drive complete

## **D.6 What should I do when the vehicle is delivered?**

D.6.1 When the vehicle is delivered you **MUST**:

- Check the vehicle for flat tyres, cracked windscreen, faulty lights and any warning lights. If you find any faults, do not drive it and telephone the branch. You will find their telephone number on your delivery documents.
- Check the vehicle against the vehicle delivery condition report and inform the branch of any defects or additional damage not reported on the delivery condition report, only damage noted outside of our damage evaluator below will be

marked on the contract or processed for repair.



- Check the fuel gauge. It should be supplied with a full tank less any used to deliver the vehicle. If it is delivered without a full tank check the delivery document and if there is a discrepancy telephone the branch to inform them and only refuel to the level on delivery.
- Check the mileage on the odometer agrees with the documentation supplied.
- If you need to ring the branch for any reason you should always obtain the name of the person you were speaking to and note the date and time of your call.
- Take the booking documents with you on your journey for any queries that might arise.
- Wherever possible the Enterprise employee delivering the vehicle will familiarise the driver with the controls. Enterprise will provide a Manufacturer's handbook wherever possible. If you are not available when your vehicle is being delivered, please take time to familiarise yourself with the controls before your start your journey.

## D.7 Your contact documents

D.7.1 Please remember to take your contract documents with you on your journey as you may need to refer to them.

## D.8 When you have finished with the vehicle

D.8.1 When you have finished with the vehicle you must:

- Refuel the vehicle. Make sure you use the fuel appropriate for the vehicle to avoid unnecessary additional costs. If you return it with a part or empty tank Enterprise will charge the department at a rate of 50p per litre in addition to the pump prices. If the vehicle is delivered without a full tank of fuel you should only refuel to the same level on delivery. You will find the fuel level indicated on your delivery document. Government Procurement Cards must not be used for fuel purchases.
- Ensure the vehicle is locked and windows are closed before you leave the vehicle.
- Do not leave the keys in or around the vehicle with the vehicle unlocked.
- Inspect the vehicle for any damage that might have occurred during your journey. If you do identify any damage that has occurred, make a note on the damage delivery report and telephone the branch to inform them.
- Keep a record of the mileage at the start and end of the hire.
- Leave the vehicle clean and tidy. Remove your belongings and ensure the manufacturer's handbook and any other documentation belonging to the vehicle is with it.
- Retain all documentation for 12 months for audit purposes and any queries that might arise.
- Claim for the fuel you purchased on RM. Keep all receipts for audit purposes and any queries that might arise. You must not use a Government Procurement Card for fuel purchases.

**D.9 How long can I have the vehicle for?**

D.9.1 The department will not normally agree to a hire vehicle for more than five days or over any weekend period unless approved by your Line Manager.

D.9.2 You should consider using one-way hires to minimise the length of the hire and prevent any unnecessary additional charges. For example: you may need to travel to a training course that lasts a week (Monday to Friday). You should book a vehicle for



one day to travel to the venue, and a second for one day for your return. The total hire charges will be for two days rather than five. Please note in these circumstances you will need to make **two** separate bookings on B2B.

**D.10 What if I need to extend, amend, or terminate the hire?**

D.10.1 For all extended, amended and early terminated bookings you should make the relevant updates on line in the B2B booking tool. If you don't have internet access you can contact the Enterprise Rental Support Team on 0844 335 0134 and confirm in writing via email to [REDACTED](#)

**D.11 What if I need to cancel the booking?**

D.11.1 Before the vehicle is delivered you should give at least two working hours notice before the start date and time of your booking. To cancel your hire booking you should off hire the vehicle online or if you don't have internet access you can contact the Rental Support Team on 0844 335 0134.

D.11.2 If the vehicle has already been delivered you should contact the branch to cancel the booking. No cancellation charge will be applied if you cancel before two working hours of the hire start time. If you cancel the booking after the two working hours there will be a £20 cancellation fee applied to your booking.

**D.13 Enterprise's Service Level Agreement**

D.13.1 Enterprise's service level agreement states that:

- Enterprise will aim to collect vehicles within two working hours of the hire end time.
- When delivering and collecting a vehicle Enterprise employees should have a copy of the original rental contract and check sheet with them.
- There is a free "Pick-Up and Drop-Off" service.

D.13.2 The hire period is the journey start and end date as entered on B2B. Enterprise has an SLA to collect the vehicle within two working hours of the end of the hire period. Working hours are 8:00 – 18:00 Monday to Friday and 9:00-12:00 on Saturday. Enterprise is liable for any damage, fines and penalties imposed on the vehicle outside of this period. **NB: The department remains liable for any damage, fines and penalties imposed on the vehicle during this two working hour collection period.**

**Examples:**

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- If the hire period ended at 15:00 on a Monday to Friday two working hours would take you to 17:00 therefore the department's responsibility would end at that time.
- If the hire period ended at 17:00 on Tuesday, the department's responsibility would not end until 9:00 on Wednesday.
- If the hire period ended at 12:00 on Saturday, the department's responsibility would not end until 10:00 on Monday.

### **D.14 Will the department pay parking fees and congestion charges?**

D.14.1 Yes, the department will pay reasonable car parking and congestion charges subject to travel and subsistence policy. The fees can be reclaimed via RM iexpenses.

### **D.15 Penalty Charges**

D.15.1 The department **WILL NOT** pay any penalty charges, i.e. car parking, speeding, congestion or any other penalty charges.

D.15.2 Initially Enterprise will pay any parking or congestion penalty charges and charge the department the penalty fee plus an administration fee of £25. The driver will be notified of the penalty and will be asked to make the payment to Enterprise.

### **D.16 Intended Prosecutions for Speeding**

D.16.1 In the event of any speeding or other prosecutions whilst the vehicle is on hire, Enterprise will inform the relevant Police Constabulary of the hirer's details.

D.16.2 An administration charge of £25 will be levied against the driver who commits the offence. The driver will be notified of the penalty and will be asked to make the payment to Enterprise.

D.16.3 The driver will then receive their own Intended Prosecution form to complete and return for the next process of paying the penalty charge and points to be added to their licence.

### **D.17 Insurance**

D.17.1 The department acts as its own insurer so commercial insurance is not required. This only applies to Crown Civil Servants. Under Crown Indemnity Civil

servants are allowed to drive or travel as passengers in a hire vehicle whilst on official duty. Inward secondees, consultants, contractors, friends or family members are not covered. Crown Indemnity applies from the start to the end of the requested hire period plus a further two working hours and only covers official journeys. If you need to collect the vehicle from a branch the day before your journey, as a result of an early start, you will be covered to drive the vehicle home. Cover for driving the vehicle will then cease until you start your official journey.

D.17.2 Do not use the vehicle for non-official travel - you will be committing an offence. The department would not be liable or responsible for any expenses incurred by unauthorised use of the vehicle or unauthorised passengers. The main driver, not the department, would be liable for any damage repair costs and compensation claims for any unofficial use.

D.17.3 If damage to the vehicle occurs whilst on hire all the repair costs will be charged to the main driver's cost centre.

## **D.18 Accidents**

D.18.1 If you are involved in an accident;

- Pull over and take time to recover.
- Think carefully about whether you are fit to drive. If there is the slightest doubt do not drive and make alternative arrangement to get home.
- Check to vehicle for any visual damage.
- Inform your site Health and Safety Officer as soon as possible.
- Inform the local Enterprise branch

D.18.2 If you find any damage that renders the vehicle unsuitable to be driven, telephone Enterprise Business Rental Support Team on 0844 335 0134 who will direct you to the relevant department for advice and to report the accident, arrange for either roadside assistance or a transfer to collect a replacement vehicle.

D.18.3 If you are notified of damage to a vehicle by Enterprise and you were unaware of this damage, confirm that the damage that occurred during the hire period. If you believe that the damage was not sustained within the hire period, you can contest the charges with Enterprise.

D.18.4 Where damage occurs within the hire period the hiring cost centre will be responsible for any charges and should raise a Purchase Order against which the invoice should be paid.

D.18.5 If you are involved in an accident where a third party is involved and you are OK but there is some damage to the vehicle:

## Joint Schedule 1 (Definitions)

- Obtain the name, address, telephone number, insurance company and registration of the third party.
- Note the position of other vehicles and take photographs if possible.
- Get names and addresses of any witnesses.
- If asked for your insurance detail you should inform any third parties and the Police (if called) that you are an employee of the department and that Crown Indemnity applies
- You should also provide your own contact details for further communications
- Inform the local Enterprise branch

### **D.19 Breakdown or problems whilst on a journey**

D.19.1 If you breakdown or have a problem whilst on a journey please contact the local Enterprise branch or Enterprise Business Rental Support Team on REDACTED>

D.19.2 The roadside assistance technician will endeavour to get the vehicle driveable. However, in some circumstances where this is not possible they will take you to your destination if you were on your homeward journey or take you to the nearest Enterprise branch for you to collect an alternative vehicle for you to continue your business duties. Out of hours, if you still have business duties to carry out on subsequent days they will take you to your overnight destination and arrange with Enterprise to make available an alternative vehicle. However, the alternative vehicle cannot be arranged before Enterprise's working hours of 08.00 and may delay your journey. If possible, they may be able to take you to the nearest airport to collect an alternative vehicle.

### **D.20 Payment of Invoices**

D.20.1 Invoices are sent to the department monthly. Any accident or other damage repair charges are invoiced separately and will be paid from the main driver's cost centre code. Invoices are paid automatically through RM. Drivers may be contacted to verify some transactions. Where credits are paid to the department, these will normally appear on the next month's invoice.

### **D.21 Complaints**

D.21.1 If you have a problem or complaint about a hire car, please telephone the branch that has supplied the vehicle. Their telephone number is on your email confirmation. You should try to resolve the issue at the time of your hire. If you wish to make a further complaint in writing you can contact Enterprise via their feedback services REDACTED>

### **D.22 Contact Details**

For any queries, questions or complaints please contact the Enterprise Business Rental Support Team REDACTED> or REDACTED>

For any escalated queries with Enterprise please contact Jas Singh (Enterprise Account

## Joint Schedule 1 (Definitions)

Manager) on REDACTED> or REDACTED>

For any other contractual problems or the supplier is unable to help please contact the DfE Contract Manager: REDACTED>

## Order Form Appendix 2 – DfE Security Standards

### Departmental Security Standards

“Government Baseline Personnel Security Standard”	means the Government’s HMG Baseline Personal Security Standard . Further information can be found at: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>
“CCSC” “Certified Cyber Security Consultancy”	is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: <a href="https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy">https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</a>
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website: <a href="https://www.ncsc.gov.uk/information/about-certified-professional-scheme">https://www.ncsc.gov.uk/information/about-certified-professional-scheme</a>
“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]	is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards.. See website: <a href="https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa">https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa</a>
“Cyber Essentials” “Cyber Essentials Plus”	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: <a href="https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body">https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</a>
“Data” “Data Controller” “Data Protection Officer” “Data Processor” “Personal Data” “Personal Data requiring Sensitive Processing” “Data Subject”, “Process” and “Processing”	shall have the meanings given to those terms by the Data Protection Act 2018

## Joint Schedule 1 (Definitions)

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

## Joint Schedule 1 (Definitions)

	bringing together of enabling technologies used to deliver the end-to-end solution
EC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
EC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
2301”	is the International Standard describing for Business Continuity
curity Health Check (ITSHC)” alth Check (ITHC)” tration Testing”	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
-to-Know”	means the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
C”	The National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is <a href="https://www.ncsc.gov.uk">https://www.ncsc.gov.uk</a>
“OFFICIAL” “OFFICIAL-SENSITIVE”	the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).  the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.
“RBAC” “Role Based Access Control”	means Role Based Access Control. A method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.
“Storage Area Network” “SAN”	means an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.
“Secure Sanitisation”	means the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.  NCSC Guidance can be found at: <a href="https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media">https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</a>



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	<p>The disposal of physical documents and hardcopy materials advice can be found at:  <a href="https://www.cpni.gov.uk/secure-destruction">https://www.cpni.gov.uk/secure-destruction</a></p>
<p>“Security and Information Risk Advisor”  “CCP SIRA”  “SIRA”</p>	<p>means the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:  <a href="https://www.ncsc.gov.uk/articles/about-certified-professional-scheme">https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</a></p>
<p>“Senior Information Risk Owner”  “SIRO”</p>	<p>means the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arms length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.</p>
<p>“SPF”  “HMG Security Policy Framework”</p>	<p>means the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.  <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a></p>

- 12.1. The Contractor shall be aware of and comply the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 12.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service and will handle all data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 12.5 Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 12.14.
- 12.6 The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 12.7 The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 12.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:
- physical security controls;
  - good industry standard policies and processes;
  - malware protection;
  - boundary access controls including firewalls, application gateways, etc;
  - maintenance and use of fully supported software packages in accordance with vendor recommendations;
  - use of secure device configuration and builds;
  - software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
  - user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
  - any services provided to the department must capture audit logs for security events in an electronic format at the application, service and system level to meet the department's logging and auditing requirements, plus logs shall be:
    - retained and protected from tampering for a minimum period of six months;
    - made available to the department on request.
- 12.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 12.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written

- 12.11 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 12.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 12.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
- 12.14 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 12.15.

- 12.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 12.16 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 12.17 All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.
- 12.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 12.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

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

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

## Joint Schedule 1 (Definitions)

- 12.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 12.21 (Guidance: Further information on IT Health Checks and the NCSC The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.
- 12.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.
- 12.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 12.24 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 12.25 All authorised users of DfE's network, system and services must adhere to the policies and guidance related to the security of DfE's infrastructure and information. These policies will be made available for review.
- 12.26 Temporary staff, contractors, consultant or contingent workers must also provide written assurance that:
- 12.26.1 They have adequate security clearance. This should be provided to the department before work starts and, as a minimum, should be screening to the Baseline Personnel Security Standard (BPSS).
- 12.27 If authorised to use IT equipment provided either by their organisation, or by themselves they must demonstrate that their laptop is protected by:
- 12.27.1 Discretionary Access Controls that restrict access to the device. This can be a simple user ID and password or biometric.
- 12.27.2 A full disk encryption product, that meets the published AES-256 standard. For example, BitLocker (for Windows) or FileVault 2 (for Mac).
- 12.27.3 An antivirus product that is configured for on-access scanning, is kept up-to-date and is maintained to the vendor's recommended standard.
- 12.27.4 A suitable configured host-based firewall product, or other acceptable boundary access solution.
- 12.27.5 Being registered/enrolled on the department's Mobile Device Management (MDM) system .
- 12.27.6 departmental information is segregated from non-DfE information on any non-DfE End User Device, preferably within an encrypted space or container.
- 12.28 all information, including email, generated as part of an engagement is uploaded to and retained on the department's infrastructure.

## Joint Schedule 1 (Definitions)

- 12.29 any departmental information stored on the user's end user device is securely deleted after it has been transferred to the department.
- 12.30 the use of any removeable storage devices for transferring sensitive or personal data is approved before use and any data stored or transferred in this way must be encrypted while on the removeable media.
- 12.31 all information (regardless of whether this is in electronic, physical media or hardcopy documents) is securely protected at all times while in their custody and, when it's no longer required, either transferred to the department or securely disposed of.

## **Order Form Appendix 3 - Joint Schedules**



### **Digital Outcomes and Specialists 5 (RM1043.7)**

#### **Joint Schedules**

Version 2

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## Joint Schedule 1 (Definitions) RM1043.7

### 1 Terms and definitions

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 reference to a gender includes the other gender and the neuter;
- 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
- 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
- 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
- 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
- 1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and
- 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be

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read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

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

Term	Definition
<b>Achieve</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone if specified within the Buyer's acceptance testing procedure and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>Additional Insurances</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>Admin Fee</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS at: <a href="https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know">https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know</a> ;
<b>Affected Party</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>Affiliates</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Annex</b>	extra information which supports a Schedule;
<b>Approval</b>	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
<b>Audit</b>	the Relevant Authority's right to: <ul style="list-style-type: none"> <li>(a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>(c) verify the Open Book Data;</li> <li>(d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>(e) identify or investigate actual or suspected breach of Clauses 27</li> </ul>

	<p>to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>(f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>(g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>(h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>(i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>(j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>(k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>Auditor</b>	<p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
<b>Authority</b>	CCS and each Buyer;
<b>Authority Cause</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>BACS</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>Balanced Scorecard</b>	a tool for Call-Off Contact management activity, through measurement of a Supplier's performance against key performance indicator, which the Buyer and Supplier may agree

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	at the Call-Off Contract Start Date;
<b>Beneficiary</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>Buyer</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>Buyer Assets</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>Buyer Authorised Representative</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>Buyer Premises</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>Buyer's Guidance</b>	guidance for Buyers on how to buy digital services using the Framework Contract, located at: <a href="https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide">https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide</a> ;
<b>Call-Off Contract</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>Call-Off Contract Period</b>	the Contract Period in respect of the Call-Off Contract;
<b>Call-Off Expiry Date</b>	the latter of the scheduled date of the end of a Call-Off Contract as stated in the Order Form or the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
<b>Call-Off Incorporated Terms</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>Call-Off Initial Period</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>Call-Off Optional Extension Period</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>Call-Off Procedure</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off

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	Award Procedure);
<b>Call-Off Special Terms</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>Call-Off Start Date</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Tender</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>Cap</b>	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope;
<b>Capped Time and Materials</b>	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
<b>CCS</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>CCS Authorised Representative</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>Central Government Body</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>(a) Government Department;</li> <li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>(c) Non-Ministerial Department; or</li> <li>(d) Executive Agency;</li> </ul>
<b>Change in Law</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>Change of Control</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>Charges</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>Claim</b>	any claim which it appears that a Beneficiary is, or may become,

	entitled to indemnification under this Contract;
<b>Commercially Sensitive Information</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>Comparable Supply</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Confidential Information</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>Conflict of Interest</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>Contract</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Period</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: (a) applicable Start Date; or (b) the Effective Date up to and including the applicable End Date;
<b>Contract Value</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>Control</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
<b>Controller</b>	has the meaning given to it in the GDPR;
<b>Core Terms</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

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	<p>the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> <li>(a) base salary paid to the Supplier Staff;</li> <li>(b) employer's National Insurance contributions;</li> <li>(c) pension contributions;</li> <li>(d) car allowances;</li> <li>(e) any other contractual employment benefits;</li> <li>(f) staff training;</li> <li>(g) work place accommodation;</li> <li>(h) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>(i) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>(a) Overhead;</li> <li>(b) financing or similar costs;</li> <li>(c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>(d) taxation;</li> <li>(e) fines and penalties;</li> <li>(f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>CRTPA</b>	the Contract Rights of Third Parties Act 1999;
<b>Data Protection Impact</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;



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<b>Assessment</b>	
<b>Data Protection Legislation</b>	the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
<b>Data Protection Liability Cap</b>	the amount specified in the Framework Award Form;
<b>Data Protection Officer</b>	has the meaning given to it in the GDPR;
<b>Data Subject</b>	has the meaning given to it in the GDPR;
<b>Data Subject Access Request</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>Deductions</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>Default</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>Default Management Charge</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>Delay Payments</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay of a Milestone as specified in the Implementation Plan;
<b>Deliverables or Digital Deliverables</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>Delivery</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
<b>Disclosing Party</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must



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	keep confidential);
<b>Dispute</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>Dispute Resolution Procedure</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>Documentation</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> <li>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</li> <li>(b) is required by the Supplier in order to provide the Deliverables; and/or</li> <li>(c) has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>
<b>DOTAS</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>DPA 2018</b>	the Data Protection Act 2018;
<b>Due Diligence Information</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date</b>	the date on which the final Party has signed the Contract;
<b>EIR</b>	the Environmental Information Regulations 2004;
<b>Electronic Invoice</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

<b>Employment Regulations</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>End Date</b>	the earlier of: (a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or (b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);
<b>Environmental Policy</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>Equality and Human Rights Commission</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Estimated Year 1 Charges</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>Estimated Yearly Charges</b>	means for the purposes of calculating each Party's annual liability under Clause 11.2 : (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or (c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>Existing IPR</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>Exit Day</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>Expiry Date</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>Fixed Price</b>	the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price which shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter

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	how much work is required to complete each identified Deliverable within the agreed scope;
<b>FOIA</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>Force Majeure Event</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> <li>(a) riots, civil commotion, war or armed conflict;</li> <li>(b) acts of terrorism;</li> <li>(c) acts of a Central Government Body, local government or regulatory bodies;</li> <li>(d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</li> </ul>
<b>Force Majeure Notice</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>Framework Award Form</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>Framework Contract Period</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>Framework Expiry Date</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>Framework</b>	such period or periods beyond which the Framework Contract

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

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	<p>which:</p> <p>(a) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>(b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>
<b>Guarantor</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>Halifax Abuse Principle</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>HMRC</b>	Her Majesty's Revenue and Customs;
<b>ICT Policy</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>Impact Assessment</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>(b) details of the cost of implementing the proposed Variation;</p> <p>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>(e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>Implementation Plan</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>Incremental Fixed Price</b>	the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;

<b>Indemnifier</b>	a Party from whom an indemnity is sought under this Contract;
<b>Independent Control</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “ <b>Independent Controller</b> ” shall be construed accordingly;
<b>Indexation</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner</b>	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>Initial Period</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>Insolvency Event</b>	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> <li>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> <li>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</li> <li>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not</li> </ul>

	<p>discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>Installation Works</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>Intellectual Property Rights or IPR</b>	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs (whether registrable or otherwise), Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off;</p>
<b>Invoicing Address</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>IPR Claim</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its



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	obligations under a Contract;
<b>IR35</b>	the off-payroll rules requiring individuals who work through their intermediary pay the same income tax and National Insurance contributions as an employee which are at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>Joint Controller Agreement</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
<b>Joint Controllers</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>Joint Control</b>	where two or more Controllers agree to jointly determine the purposes and means of Processing Personal Data;
<b>Key Staff</b>	the individuals (if any) identified as such in the Order Form and any Statement of Work;
<b>Key Sub-Contract</b>	each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor</b>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>(b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</li> <li>(c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p> </li></ul>
<b>Know-How</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>KPI Target</b>	a key performance indicator target included in the Balanced Scorecard;
<b>Law</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party



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	is bound to comply;
<b>LED</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>Losses</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
<b>Lots</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>Management Charge</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Management Information or MI</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>MI Default</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>MI Failure</b>	means when an MI report: <ul style="list-style-type: none"> <li>(a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>(b) is submitted using an incorrect MI reporting Template; or</li> <li>(c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>MI Report</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting Template</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>Milestone</b>	an event or task described in the Implementation Plan or Statement of Work;
<b>Milestone Date</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Misconduct</b>	has the meaning given to it in Paragraph 7.2 of Framework Schedule 7 (Call-Off Award Procedures);
<b>Month</b>	a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;

<b>National Insurance</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>New IPR</b>	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
<b>Occasion of Tax Non-Compliance</b>	<p>where:</p> <p>(a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(b) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(c) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(d) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>Off-Payroll Worker</b>	a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;
<b>Open Book Data</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>(b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>(i) the unit costs and quantity of Goods and any other</p>

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	<p>consumables and bought-in Deliverables;</p> <p>(ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</p> <p>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>
<b>Order</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form Template</b>	the template in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules), as applicable;
<b>Other Contracting Authority</b>	any actual or potential Buyer under the Framework Contract;
<b>Overhead</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>Parliament</b>	takes its natural meaning as interpreted by Law;
<b>Party</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. " <b>Parties</b> " shall mean both of them where the context permits;
<b>Performance</b>	the performance measurements and targets in respect of the

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<b>Indicators or PIs</b>	Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Personal Data</b>	has the meaning given to it in the GDPR;
<b>Personal Data Breach</b>	has the meaning given to it in the GDPR;
<b>Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>Prescribed Person</b>	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, is online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Processing</b>	has the meaning given to it in the GDPR;
<b>Processor</b>	has the meaning given to it in the GDPR;
<b>Progress Meeting</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting Frequency</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1, as specified in the Order Form;
<b>Progress Report</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>Progress Report Frequency</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>Prohibited Acts</b>	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p>

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	<p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>Protective Measures</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Call-Off Schedule 26 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or, Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
<b>Recall</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>Recipient Party</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>Rectification Plan</b>	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
<b>Rectification Plan Process</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan);
<b>Regulations</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>Reimbursable Expenses</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises</p>

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	<p>at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>Relevant Authority</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information</b>	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;</p>
<b>Relevant Requirements</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>Relevant Tax Authority</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>Replacement Deliverables</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Replacement Subcontractor</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>Replacement Supplier</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>Request For Information</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>Required</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the

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<b>Insurances</b>	Order Form;
<b>Restricted Staff</b>	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;
<b>Satisfaction Certificate</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>Security Management Plan</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>Self Audit Certificate</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>Serious Fraud Office</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Service Levels</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>Service Period</b>	has the meaning given to it in the Order Form;
<b>Service Provision</b>	one or more of the service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
<b>Services</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>Service Transfer</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>Service</b>	the date of a Service Transfer;



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<b>Transfer Date</b>	
<b>Sites</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>SME</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>SOW End Date</b>	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;
<b>SOW Start Date</b>	the date of the start of the Statement of Works as stated in the SOW;
<b>Special Terms</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specific Change in Law</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>Specification</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards</b>	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Framework Schedule 1 (Specification); (c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
<b>Start Date</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
<b>Statement of</b>	a statement issued by the Buyer detailing its requirements and



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<b>Requirements</b>	expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>Statement of Works (SOW)</b>	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
<b>Status Determination Statement or (SDS)</b>	a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services.
<b>Storage Media</b>	the part of any device that is capable of storing and retrieving data;
<b>Sub-Contract</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>(a) provides the Deliverables (or any part of them);</li> <li>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>Subcontractor</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Subprocessor</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>Supplier</b>	the person, firm or company identified in the Framework Award Form;
<b>Supplier Assets</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>Supplier Authorised Representative</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier Compliance Officer</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

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<b>Supplier's Confidential Information</b>	<p>(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>(c) Information derived from any of (a) and (b) above;</p>
<b>Supplier's Contract Manager</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>Supplier Equipment</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>Supplier Marketing Contact</b>	shall be the person identified in the Framework Award Form;
<b>Supplier Non-Performance</b>	<p>where the Supplier has failed to:</p> <p>(a) Achieve a Milestone by its Milestone Date;</p> <p>(b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>(c) comply with an obligation under a Contract;</p>
<b>Supplier Profit</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>Supplier Profit Margin</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>Supplier Staff</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>Supporting Documentation</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off

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	Contract detailed in the information are properly payable;
<b>Tax</b>	<p>(a) all forms of taxation whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
<b>Termination Notice</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>Test Issue</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan</b>	<p>a plan:</p> <p>(a) for the Testing of the Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones;</p>
<b>Tests</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " <b>Tested</b> " and " <b>Testing</b> " shall be construed accordingly;
<b>Third Party IPR</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Time and Materials</b>	a pricing mechanism where by the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;
<b>Transferring Supplier Employees</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information</b>	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p>

Joint Schedule 1 (Definitions)

	(b) Commercially Sensitive Information;
<b>Transparency Reports</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>Variation</b>	any change to a Contract;
<b>Variation Form</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure</b>	the procedure set out in Clause 24 (Changing the contract);
<b>VAT</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>VCSE</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>Worker</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Worker Engagement Route</b>	the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be: <ul style="list-style-type: none"> <li>(a) employed by the Supplier the Buyer contracts with,</li> <li>(b) employed by another organisation within the supply chain, e.g. an agency or umbrella company,</li> <li>(c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company,</li> <li>(d) an independent sole trader.</li> </ul>
<b>Working Day</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
<b>Work Day</b>	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>Work Hours</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

## Joint Schedule 2 (Variation Form Template)

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

<b>Contract Details</b>		
This variation is between:	<b>[delete as applicable: CCS / Buyer] ("CCS" / "the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
[Statement of Work (SOW) reference:]	<b>[insert SOW reference number and title (if applicable) or delete row]</b>	
[Buyer reference:]	<b>[insert cost centre/portfolio codes as appropriate]</b>	
<b>Details of Proposed Variation</b>		
Variation initiated by:	<b>[delete as applicable: CCS/Buyer/Supplier]</b>	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation	<b>[insert detail here or use Annex 1 below]</b>	
Reason for the variation:	<b>[insert reason]</b>	
An Impact Assessment shall be provided within:	<b>[insert number] days</b>	
<b>Impact of Variation</b>		
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>	
<b>Outcome of Variation</b>		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>• <b>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li> <li>• <b>[reference Annex 1 as appropriate]</b></li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>

## Joint Schedule 2 (Variation Form)

	New Contract value:	£ <b>[insert amount]</b>
<b>[Timescale variation/s:]</b>	<b>[insert changes to dates/milestones or delete row]</b>	

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

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

**Annex 1**

**[insert** details as required]

### **Joint Schedule 3 (Insurance Requirements)**

#### **1 The insurance the Supplier needs 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 the Contract Period and 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 the Supplier is not 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 to be provided**

- 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 Required amount of insurance**

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

**6 Cancelled insurance**

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

**7 Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**Annex: Required insurances**

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

**Joint Schedule 4 (Commercially Sensitive Information)**

**1 What is the Commercially Sensitive Information?**

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

**No.:** 1

**Date:** 02/08/2021

**Item(s):** Supplier rate card, supplier's written response and presentation submitted as part of bid

**Duration of Confidentiality:** Indefinitely

## **Joint Schedule 5 (Corporate Social Responsibility) RM1043.7**

### **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](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 section 149 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 is 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 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;
- 4.1.3 ensure all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

#### **5 Working Hours**

##### **5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 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.

## Joint Schedule 5 (Corporate Social Responsibility)

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

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant

5.3.3 portion of the workforce;

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

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

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

## 6 Sustainability

6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which is online at:

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

## **Joint Schedule 6 (Key Subcontractors)**

### **1 Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled, unless the Buyer states to the contrary, to sub-contract its obligations under each Call-Off Contract to the Key Subcontractors set out in the Call-Off Order Form.
- 1.2 Subject to Paragraph 1.1, the Supplier is entitled to sub-contract some of its obligations under a Call-Off Contract to Key Subcontractors who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the name and details of the directors, employees, agents, consultants and contractors of the subcontractor engaged in the performance of the Supplier's obligations under the Contract. Details should include: name; role; email address; address; contract details; Worker Engagement Route – for example, employed by subcontractor; engaged via worker's intermediary e.g. PSC (i.e. a personal service company), engaged as an independent sole trader or employed by another entity in supply chain;
  - 1.4.3 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.4 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) the Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within 10 Working Days, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.

## Joint Schedule 6 (Key Subcontractors)

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



Joint Schedule 7 (Financial Difficulties)

**Joint Schedule 7 (Not Used)**

**Joint Schedule 8 (Not Used)**

**Joint Schedule 10 (Rectification Plan Template)**

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

Joint Schedule 10 (Rectification Plan)

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

## Joint Schedule 11 (Processing Data) RM1043.7

### Definitions

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

Term	Definition
<b>Processor Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

### Status of the Controller

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
  - (b) "Processor" in respect of the other Party who is "Controller";
  - (c) "Joint Controller" with the other Party;
  - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

- 3 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may

## Joint Schedule 11 (Processing Data)

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.

7 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;

## Joint Schedule 11 (Processing Data)

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
- 8 The Processor's obligation to notify under Paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 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.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the 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.
- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;

## Joint Schedule 11 (Processing Data)

- (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Where the Parties are Joint Controllers of Personal Data**

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

### **Independent Controllers of Personal Data**

- 18 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22 The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (Processing Personal Data).
- 23 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

## Joint Schedule 11 (Processing Data)

- 24 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 25 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 29 Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 27 of this Joint Schedule 11.



### Annex 1: Processing Personal Data

- 1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.
- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:  
**REDACTED> REDACTED>**
- 1.2 The contact details of the Supplier's Data Protection Officer are:  
Mr **REDACTED> REDACTED>** attn. Data Protection Officer
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• School and learning provider level information - school contact details (contact names, work email and contact numbers); external IT Supplier/support firm contact names, emails and contact numbers (e.g. external TA firm contact details, external building contractors details).</li></ul> <p>To note, there will also be processing of :</p> <ul style="list-style-type: none"><li>• Project status including risks, financial and commercial data</li><li>• School status including risks, financial and commercial data</li><li>• High level school details through Get Information About Schools (GIAS) and other data sources.</li><li>• Correspondence with schools</li><li>• Information from surveys from schools/supplier data collections which will include GDPR disclaimer.</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller, and</li></ul>

Joint Schedule 11 (Processing Data)

	Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.
Duration of the Processing	To be confirmed at each individual statement of work.
Nature and purposes of the Processing	To be confirmed at each individual statement of work.
Type of Personal Data	<ul style="list-style-type: none"> <li>• School and learning provider level information - school contact details (contact names, work email and contact numbers); external IT Supplier/support firm contact names, emails and contact numbers (e.g. external TA firm contact details, external building contractors details).</li> </ul> <p>To note, there will also be processing of :</p> <ul style="list-style-type: none"> <li>• Project status including risks, financial and commercial data</li> <li>• School status including risks, financial and commercial data</li> <li>• High level school details through Get Information About Schools (GIAS) and other data sources.</li> <li>• Correspondence with schools</li> <li>• Information from surveys from schools/supplier data collections which will include GDPR disclaimer.</li> </ul>
Categories of Data Subject	To be confirmed at each individual statement of work but examples may or may not include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers.
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	To be confirmed at each individual statement of work.

## **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 the **[Supplier/Relevant Authority]**:
- (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 Deliverables 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/Relevant Authority'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 Law as against the relevant Party as Controller.

### **2 Undertakings of both Parties**

- 2.1 The Supplier and the Relevant Authority each undertake that they shall:
- (a) report to the other Party every [x] months on:
    - (i) the volume of Data Subject Access Requests (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 Deliverables 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 Deliverables 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; and
  - (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;
  - (ii) 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
- (j) 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 other Party 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; and
  - (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 other Party 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
  - (b) 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 Deliverables.
- 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
  - (b) 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

**[Guidance:** This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 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;



- (b) 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
  - (c) 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;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) 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

- 9.1 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.



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## **Joint Schedule 12 (Supply Chain Visibility)**

### **1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Contracts Finder</b>	the Government's publishing portal for public sector procurement opportunities;
<b>SME</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
<b>Supply Chain Information Report Template</b>	the document at Annex 1 of this Schedule 12; and
<b>VCSE</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

### **2 Visibility of Sub-Contract Opportunities in the Supply Chain**

- 2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
  - 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
  - 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
  - 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
  - 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

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### **3 Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

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## **Annex 1**

The [Supply Chain Information Report template](#) is available from Procurement Policy Note 01/18: Supply Chain Visibility

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## **Order Form Appendix 4 – Call-Off Schedule**



**Digital Outcomes and Specialists 5 (RM1043.7)**

**Call-Off Schedules**

Version 2

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### Call-Off Schedule 1 (Not Used)

### Call-Off Schedule 2 (Staff Transfer)

#### 1 Definitions

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

Term	Definition
<b>Employee Liability</b>	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement,

	<p>payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;</li> <li>(f) claims whether in tort, contract or statute or otherwise;</li> </ul> <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
<b>Former Supplier</b>	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any Part of the Deliverables) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>Partial Termination</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any Part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>Relevant Transfer</b>	a transfer of employment to which the Employment Regulations applies;
<b>Relevant Transfer Date</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
<b>Supplier's Final Supplier Personnel List</b>	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>Supplier's Provisional Supplier Personnel</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly

<b>List</b>	engaged in or assigned to the provision of the Services or any relevant Part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>Staffing Information</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</li> <li>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</li> <li>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</li> </ul>
<b>Term</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>Transferring Buyer Employees</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; and
<b>Transferring Former Supplier Employees</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the

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	Supplier on or prior to the Relevant Transfer Date.
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## **2 Interpretation**

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

## **3 Which parts of this Schedule apply**

Only the:

- Part C (No Staff Transfer On Start Date)
- Part D (Pensions)
- Part E (Staff Transfer on Exit)



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## **Part C: No Staff Transfer on the Start Date**

### **1 What happens if there is a staff transfer**

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

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

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
  - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
  - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
  - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier

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against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

## **2 Limits on the Former Supplier's obligations**

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

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## Part D: Pensions

### 1 Definitions

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

Term	Definition
<b>Actuary</b>	a Fellow of the Institute and Faculty of Actuaries;
<b>Admission Agreement</b>	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
<b>Broadly Comparable</b>	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and  (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,  and " <b>Broad Comparability</b> " shall be construed accordingly;
<b>CSPA</b>	the schemes as defined in Annex D1 to this Part D;
<b>Fair Deal Employees</b>	those:  (a) Transferring Buyer Employees; and/or  (b) Transferring Former Supplier Employees; and/or  (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;  (d) where the Former Supplier becomes the Supplier those employees;  who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;
<b>Fair Deal Schemes</b>	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
<b>Fund Actuary</b>	means Fund Actuary as defined in Annex D3 to this Part D;
<b>LGPS</b>	the schemes as defined in Annex D3 to this Part D;

<b>NHSPS</b>	the schemes as defined in Annex D2 to this Part D;
<b>New Fair Deal</b>	the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:  (a) any amendments to that document immediately prior to the Relevant Transfer Date; and  (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and
<b>Statutory Schemes</b>	means the CSPA, NHSPS or LGPS.

## **2 Supplier obligations to participate in the pension schemes**

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
  - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
  - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

## **3 Supplier obligation to provide information**

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

## **4 Indemnities the Supplier must give**

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the

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meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Subcontractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
  - 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
  - 4.2.2 arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
  - 4.3.1 shall survive termination of this Contract; and
  - 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

## **5 What happens if there is a dispute**

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

## **6 Other people's rights**

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

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

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

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

## **8 Transferring New Fair Deal Employees**

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

## **9 What happens to pensions if this Contract ends**

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

## **10 Broadly Comparable Pension Schemes**

- 10.1 If either:
  - 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPA, 5.2 of Annex D2: NHSPA and or 4 of Annex D3: LGPS apply; and/or
  - 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Subcontractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Subcontractors shall):
  - 10.2.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

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- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as Part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service (**"Shortfall"**), the Supplier or the Subcontractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

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## Annex D1: Civil Service Pensions Schemes (CSPS)

### 1 Definitions

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

Term	Definition
<b>CSPS Admission Agreement</b>	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
<b>CSPS Eligible Employee</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement; and
<b>CSPS</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; <b>[Delete after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018]</b> and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

### 2 Access to equivalent pension schemes after transfer

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



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**Annex D2: NHS Pension Schemes**

**Not applicable**

Annex D3: Local Government Pension Schemes (LGPS)

**Not applicable**

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## **Part E: Staff Transfer on Exit**

### Obligations before a Staff Transfer

#### **1 Obligations before a Staff Transfer**

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

1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

1.1.3 the date which is 12 Months before the end of the Term; and

1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

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

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

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

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

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- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant Part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant Part of the Services);
  - 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
  - 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
  - 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
  - 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
  - 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
  - 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
  - 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
  - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
  - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
  - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
  - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to

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any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.

- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
  - 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
  - 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

## **2 Staff Transfer when the contract ends**

- 2.1 A change in the identity of the supplier of the Services (or Part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply.

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- 2.2 The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.3 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.4 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.5 The indemnity in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.6 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then.
- 2.6.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.6.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;
- 2.6.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
- 2.6.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

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

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- 2.7 The indemnity in Paragraph 2.5 shall not apply to:
- 2.7.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
  - 2.7.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.8 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.9 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.12 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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## 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 starting exactly 1 year after the contract award date 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.



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- 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)**

Insert supplier bid

REDACTED> REDACTED>



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## Call-Off Schedule 5 (Pricing Details and Expenses Policy)

REDACTED>

REDACTED>

REDACTED>

REDACTED>

The default position for the contract is that it is Inside IR35 and any deviation from this position will be agreed between the Buyer and Supplier and the appropriate rate card based upon that determination and in accordance with the IR35 rules shall be used. The supplier and the buyer may agree to apply the outside IR35 rate where necessary.

The Day Rate for any further roles that are not specified above will be agreed between the Buyer and Supplier as and when required.

REDACTED>

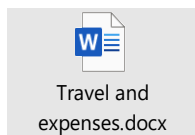
### Call-Off Contract Charges

- 1.1 The Supplier shall provide:
  - 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables in accordance with the Buyer's Statement of Requirements.
  - 1.1.2 for each individual Statement of Work (SOW), the applicable Charges, calculated in accordance with the charging methods detailed in the Order Form and using all of the following:
    - (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract;
    - (b) the number of Work Days, or pro rata for every part of a Work Day (see Paragraph 1.2 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff and/or facilities will be required to provide the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date; and

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- (c) except in the case of Lot 3 (User Research Studios), a contingency margin of up to 20% of the SOW value ("**Contingency Margin**") applied to the sum calculated on the basis of (a) and (b), to accommodate any changes to the SOW Deliverables during the SOW Start Date and SOW End Date. The Supplier must (i) explain the reasons for its proposed use of, and (ii) obtain the Buyer's Approval before applying, any amount of the Contingency Margin.
- 1.2 Further to Paragraph 1.5 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.
- This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):
- a role description of each member of the Supplier Staff;
  - a facilities description (if applicable);
  - the agreed day rate for each Supplier Staff;
  - any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
  - the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
  - the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.
- 1.3 If a Capped or Fixed Price has been agreed for a particular SOW:
- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
  - the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.
- 1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

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**Annex 1 (Expenses Policy) see [Order Form Appendix 1 – DfE Expenses Policy](#)**



## **Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)**

### **1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Buyer Property</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>Buyer Software</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>Buyer System</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary

	for the Buyer to receive the Deliverables;
<b>Commercial off the shelf Software or COTS Software</b>	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
<b>Defect</b>	<p>any of the following:</p> <ul style="list-style-type: none"> <li>(a) any error, damage or defect in the manufacturing of a Deliverable; or</li> <li>(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li> <li>(c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</li> <li>(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</li> </ul>
<b>Emergency Maintenance</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
<b>ICT Environment</b>	the Buyer System and the Supplier System;
<b>Licensed Software</b>	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
<b>Maintenance Schedule</b>	has the meaning given to it in paragraph 8 of this Schedule;
<b>Malicious Software</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>New Release</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

<b>Open Source Software</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>Operating Environment</b>	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or (c) where any part of the Supplier System is situated;
<b>Permitted Maintenance</b>	has the meaning given to it in paragraph 8.2 of this Schedule;
<b>Quality Plans</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>Sites</b>	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>Software</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>Software Supporting Materials</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>Source Code</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>Specially Written Software</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
<b>Supplier System</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

## 2 When this Schedule should be used

2.1 This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

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### **3 Buyer due diligence requirements**

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
  - 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2 operating processes and procedures and the working methods of the Buyer;
  - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
  - 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
  - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3 a timetable for and the costs of those actions.
- 3.3 The Supplier undertakes:
  - 3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in each Statement of Work; and
  - 3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

### **4 Licensed software warranty**

- 4.1 The Supplier represents and warrants that:
  - 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2 all components of the Specially Written Software shall:
    - 4.1.2.1 be free from material design and programming errors;
    - 4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
    - 4.1.2.3 not infringe any IPR.

### **5 Provision of ICT Services**

- 5.1 The Supplier shall:
  - 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with

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the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

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

## **6 Standards and Quality Requirements**

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

## **7 ICT Audit**

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

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## 8 Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## 9 Intellectual Property Rights

### 9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
  - 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2 The Supplier shall:
  - 9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - 9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
  - 9.1.2.3 without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free



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licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

## **9.2 Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

- 9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:

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

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

- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

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

- 9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

- 9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

- 9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

## **9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer**

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

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- 9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
- 9.3.4.1 will no longer be maintained or supported by the developer; or
- 9.3.4.2 will no longer be made commercially available

#### **9.4 Buyer's right to assign/novate licences**

- 9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
- 9.4.1.1 a Central Government Body; or
- 9.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

#### **9.5 Licence granted by the Buyer**

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

#### **9.6 Open Source Publication**

- 9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
- 9.6.1.1 suitable for publication by the Buyer as Open Source; and
- 9.6.1.2 based on Open Standards (where applicable),
- and the Buyer may, at its sole discretion, publish the same as Open Source.
- 9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:
- 9.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen

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- to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
- 9.6.2.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
  - 9.6.2.3 do not contain any material which would bring the Buyer into disrepute;
  - 9.6.2.4 can be published as Open Source without breaching the rights of any third party;
  - 9.6.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
  - 9.6.2.6 do not contain any Malicious Software.
- 9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
  - 9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

## **9.7 Malicious Software**

- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
  - 9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

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## 10 IPR asset management

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
  - 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.
  - 10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

- 10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.
- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
- 10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

### Call-Off Schedule 7 (Key Supplier Staff)

#### 1 Key Supplier Staff

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW 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 remove or replace 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

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- 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;
- 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;
- 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work[.]; **and**
- 1.5.7 on written request from the Buyer, provide details of start and end dates of engagement for all Key Staff filling Key Roles under any Statement of Work[.]; **and**
- 1.5.8 **[Insert].]**
- 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.

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

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

<b>Term</b>	<b>Definition</b>
<b>BCDR Plan</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>Business Continuity Plan</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>Disaster</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
<b>Disaster Recovery Deliverables</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence

	of a Disaster;
<b>Disaster Recovery Plan</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>Disaster Recovery System</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>Related Supplier</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>Review Report</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>Supplier's Proposals</b>	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 Within ten (10) 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;



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- 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.

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## **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;



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- 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 twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the 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;

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- 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 twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
- 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

## **8 Invoking the BCDR Plan**

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

## **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.

Initial supplier BCDR considerations



## 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):

Term	Definition
<b>Breach of Security</b>	means the occurrence of:  (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,  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;
<b>ISMS</b>	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
<b>Security Tests</b>	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

#### 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:
- 2.3.1 The Buyer: REDACTED> Accessed via REDACTED>

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The Supplier: REDACTED>, REDACTED>

- 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:

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- (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 to 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

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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



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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

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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



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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

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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.

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- 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.

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## **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.

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## **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

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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.

## **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):

<b>Term</b>	<b>Definition</b>
<b>Exclusive Assets</b>	Supplier Assets used exclusively by the Supplier <b>[or a Key Subcontractor]</b> in the provision of the Deliverables;
<b>Exit Information</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>Exit Manager</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>Exit Plan</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>Net Book Value</b>	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);



<b>Non- Exclusive Assets</b>	those Supplier Assets used by the Supplier <b>or a Key Subcontractor</b> in connection with the Deliverables but which are also used by the Supplier <b>[or Key Subcontractor]</b> for other purposes;
<b>Registers</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>Replacement Goods</b>	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;
<b>Replacement Services</b>	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;
<b>Termination Assistance</b>	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;
<b>Termination Assistance Notice</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>Termination Assistance Period</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>Transferable Assets</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>Transferable Contracts</b>	Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>Transferring Assets</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
<b>Transferring Contracts</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## 2 Supplier must always be prepared for Contract exit and SOW exit

- 2.1 The Supplier shall within 30 days from the Call-Off Contract 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:

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- 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 which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("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 Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and 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 whether this is in relation to one or more SOWs or the Call-Off Contract. (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.



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## 4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW 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 (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;
  - 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:
    - (a) prior to each SOW and no less than every **[six (6) months]** throughout the Contract Period; and
    - (b) no later than **[twenty (20) Working Days]** after a request from the Buyer for an up-to-date copy of the Exit Plan;
    - (c) 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;

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(d) 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, in the case of the Call-Off Contract and each SOW (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 initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
  - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
  - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 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.
- 5.4 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

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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 or KPIs, the provision of the Management Information or any other reports or 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 or KPIs, the Parties shall vary the relevant Service Levels and/or the KPIs 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.

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## 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:

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- 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 13 (Statement of Work Implementation Plan and Testing Template) (not applicable)**

### **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):

Term	Definition
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<b>Delay</b>	(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;
<b>Deliverable Item</b>	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;
<b>Milestone Payment</b>	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; and
<b>Implementation Period</b>	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 **[Insert number of days]** 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 for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables 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.
- 2.6 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW,

## 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.

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- 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.



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## 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 for the Call-Off Contract and for the duration of each SOW.
- 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 in each SOW. 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



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- 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 and each SOW;
- 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 both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
- 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 and each SOW) 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**

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

- Milestone: [ ]
- Deliverable Items: [ ]
- Duration: [ ]
- Milestone Date: [ ]

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- Buyer Responsibilities: [ ]
  - Milestone Payments: [ ]
  - Delay Payments: [ ]

The Milestones will be Achieved in accordance with this Call-Off Schedule 13:  
(Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be [**insert number of days**].

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## 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):

Term	Definition
<b>Component</b>	any constituent parts of the Deliverables;
<b>Material Test Issue</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>Satisfaction Certificate</b>	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;
<b>Severity Level</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>Test Issue Management Log</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>Test Issue Threshold</b>	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;
<b>Test Reports</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>Test Specification</b>	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;
<b>Test Strategy</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>Test Success Criteria</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>Test Witness</b>	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
<b>Testing Procedures</b>	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:

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- 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.

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- 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;

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- 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;

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- 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

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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.



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## **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.

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## 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 and any applicable SOW reference] 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 (Not Used)**

**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):

Term	Definition
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<b>Operational Board</b>	the board established in accordance with paragraph 4.1 of this Schedule; and
<b>Project Manager</b>	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.

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- 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.

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## Call-Off Schedule 16 (Benchmarking)

### 1 Definitions

1.1 In this Schedule, the following expressions shall have the following meanings:

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

### 2 When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the

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Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

### **3 Benchmarking**

#### **3.1 How benchmarking works**

- 3.1.1 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.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

#### **3.2 Benchmarking Process**

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
  - (a) a proposed cost and timetable for the Benchmark Review;
  - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
  - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

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- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
    - (i) market intelligence;
    - (ii) the benchmarker's own data and experience;
    - (iii) relevant published information; and
    - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
  - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
  - (c) using the Equivalent Data, calculate the Upper Quartile;
  - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - (b) exchange rates;
  - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### **3.3 Benchmarking Report**

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

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- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

**Call-Off Schedule 17 (Not Used)**

**Call-Off Schedule 19 (Not Used)**

**Call-Off Schedule 20 (Not Used)**

**Call-Off Schedule 21 (Not Used)**

**Call-Off Schedule 25 (Ethical Walls)**

This Agreement is dated 30<sup>th</sup> March 2023

Between

1. Department for Education (the "**Buyer**") [acting on behalf of the Crown] of Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT and
2. Engine Partners UK LLP a **limited liability partnership** registered in England and Wales under registered number OC365812 whose registered office is at [**60 Great Portland Street, London, England, W1W 7RT**] (the "**Supplier**").

together the "Parties" and each a "Party".

**Background**

- A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Public Contracts Regulations 2015 (as amended) (the **PCR**). The purpose of this document ("Agreement") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Further Competition Procedure.



- B. The Buyer is conducting a Further Procurement Procedure for the supply of Digital Outcomes and Specialists 5 Deliverables under a Call-Off Contract (the “**Purpose**”).
- C. The Buyer has an obligation to deal with conflicts of interest as set out in Regulation 24 (1) of the PCR. The concept of conflict of interest is wide. In the PCR it is described as covering at least "any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure" (Regulation 24(2)). "Staff members" refers to staff members of the Buyer or of a procurement service provider acting on behalf of the Buyer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. "Procurement service provider" refers to a public or private body which offers ancillary purchasing activities on the market.
- D. Pursuant to Regulation 41 of the PCR, the Buyer is under an obligation to ensure that competition is not distorted by the participation of any Framework Contract supplier acting as a bidder in a further competition procedure. Accordingly, the Buyer has identified that a potential distortion of competition could arise as a consequence of a bidder wishing to submit a Tender for this Further Competition Procedure, where it has also performed services for the Buyer under existing contractual arrangements or as a subcontractor under those same arrangements.
- E. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

**It is agreed:**

## **1. Definitions and interpretation**

1. The following words and expressions shall have the following meanings in this agreement and its recitals:

<b>Term</b>	<b>Definition</b>
<b>Affiliate</b>	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Agreement</b>	means this ethical walls agreement duly executed by the Parties;
<b>Bid Team</b>	means any Supplier, Affiliate, connected to the preparation of an FCP Response;
<b>Central Government Body</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>1. Government Department;</li> <li>2. Non-Departmental Public Body or Assembly Sponsored</li> </ul>



<b>Purpose</b>	has the meaning given to it in recital B to this Agreement;
<b>Representative</b>	refers to a person's officers, directors, employees, advisers and agents and, where the context admits, providers or potential providers of finance to the Supplier or any Affiliate in connection with the FCP Process and the representatives of such providers or potential providers of finance; and
<b>Third Party</b>	means any person who is not a Party and includes Other Affiliates and Other Bidders.

2. Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
3. Reference to the disclosure of information, or provision of access, by or to the Buyer or the Supplier includes disclosure, or provision of access, by or to the representatives of the Buyer or Representatives of the Supplier (as the case may be).
4. Reference to persons includes legal and natural persons.
5. Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
6. Reference to clauses and recitals is to clauses of and recitals to this Agreement.
7. Reference to any gender includes any other.
8. Reference to writing includes email.
9. The terms "associate", "holding company", "subsidiary", "subsidiary undertaking" and "wholly owned subsidiary" have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words 'holds a majority of the voting rights' shall be changed to 'holds 30% or more of the voting rights', and other expressions shall be construed accordingly.
10. The words "include" and "including" are to be construed without limitation.
11. The singular includes the plural and vice versa.
12. The headings contained in this Agreement shall not affect its construction or interpretation.

## 2. Ethical walls

1. In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Supplier:
  1. shall take all appropriate steps to ensure that neither the Supplier nor its Affiliates and/or Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its Affiliates or Representatives and the duties owed to the Buyer under the Contract or pursuant to an fair and transparent FCP Process;

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2. acknowledges and agrees that a conflict of interest may arise in situations where the Supplier or an Affiliate intends to take part in the FCP Process and, because of the Supplier's relationship with the Buyer under any Contract, the Supplier, its Affiliates and/or Representatives have or have had access to information which could provide the Supplier and/or its Affiliates with an advantage and render unfair an otherwise genuine and fair competitive FCP Process; and
  3. where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the FCP Process, shall comply with Clause 2.2.

2. The Supplier shall:

1. Not assign any of the Conflicted Personnel to the Bid Team at any time;
2. Provide to the Buyer a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;
3. Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:
  1. about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or
  2. which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the FCP Process becoming available to the Bid Team;
4. Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the FCP Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
5. Ensure that confidentiality agreements which flow down the Supplier's obligations in this Agreement are entered into as necessary between the Buyer and the Supplier, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Buyer;
6. physically separate the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
7. provide regular training to its staff, agents and its Affiliates to ensure it is complying with this Agreement;
8. monitor Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement ensure adherence to the ethical wall arrangements;
9. ensure that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
10. comply with any other action as the Buyer, acting reasonably,

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may direct.

3. In addition to the obligations set out in Clause 2.1.1 and 2.1.3, the Supplier shall:
  1. notify the Buyer immediately of all perceived, potential and/or actual conflicts of interest that arise;
  2. submit in writing to the Buyer full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have been established and/or are due to be established to eliminate the conflict and the Supplier's plans to prevent future conflicts of interests from arising; and
  3. seek the Buyer's approval thereto, which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer denies its approval the Supplier shall repeat the process set out in clause 2.3 until such time as the Buyer grants approval or the Supplier withdraws from the FCP Process).
4. Any breach of Clause 2.1, Clause 2.2 or Clause 2.3 shall entitle the Buyer to exclude the Supplier or any Affiliate or Representative from the FCP Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary where, in the reasonable opinion of the Buyer there has been a breach of Clause 2.1, Clause 2.2 or Clause 2.3.
5. The Supplier will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.1 and 2.2 as reasonably requested by the Buyer.
6. The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.1.3 and 2.2.
7. The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.
8. The actions of the Buyer pursuant to Clause 2.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.
9. In no event shall the Buyer be liable for any bid costs incurred by:
  1. the Supplier or any Affiliate or Representative; or
  2. any Other Bidder, Other Affiliate or Other Representative,

as a result of any breach by the Supplier, Affiliate or Representative of this Agreement, including, without limitation, where the Supplier or any Affiliate or Representative, or any Other Bidder, Other Affiliate or Other Representative are excluded from the FCP Process.

10. The Supplier acknowledges and agrees that:

1. neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in Clause 2; and

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2. in the event of such breach by the Supplier of any of its obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate this Agreement and the Supplier's participation in the FCP Process.

### **3. Sole responsibility**

1. It is the sole responsibility of the Supplier to comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier or any Affiliate or Representative to the Buyer shall discharge the Supplier's obligations.

### **4. Waiver and invalidity**

1. No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
2. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

### **5. Assignment and novation**

1. Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.
2. The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
  1. any Central Government Body; or
  2. to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
  3. the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.
3. A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

### **6. Contracts (Rights of Third Parties) Act 1999**

1. A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect

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any right remedy of any person which exists or is available otherwise than pursuant to that Act.

## 7. Transparency

1. The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the PCR to run transparent and fair procurement processes. Accordingly, the Buyer may disclose the contents of this Agreement to potential bidders in the FCP Process, for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## 8. Notices

1. Any notices sent under this Agreement must be in writing.
2. The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

<b>Manner of Delivery</b>	<b>Deemed time of service</b>	<b>Proof of service</b>
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an email to the correct email address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For <sup>TM</sup> 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:



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**Supplier**

Contact: REDACTED>

Address: 60 Great Portland Street, London, England, W1W 7RT

Email: REDACTED> **Buyer**

Contact: REDACTED>

Address: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

Email: REDACTED>

8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

**9. Waiver and cumulative remedies**

9.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended and what is waived. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

**10. Term**

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of 4 years from the Effective Date.

**11. Governing law and jurisdiction**

11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

**Signed by the Buyer**

Name:

Signature:

Position in Buyer:

**Signed by the Supplier**

Name:



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Signature:

Position in Supplier:

## **Call-Off Schedule 26 (Cyber Essentials Scheme)**

### **1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Cyber Essentials Scheme</b>	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme are at: <a href="https://www.cyberessentials.ncsc.gov.uk/">https://www.cyberessentials.ncsc.gov.uk/</a> ;
<b>Cyber Essentials Basic Certificate</b>	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
<b>Cyber Essentials Certificate</b>	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Order Form;
<b>Cyber Essential Scheme Data</b>	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
<b>Cyber Essentials Plus Certificate</b>	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

### **2 What Certification do you need**

- 2.1 Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to commencing the provision of Deliverables the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials

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Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

- 2.3 In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, the Buyer reserves the right to terminate the Call-Off Contract for material Default.
- 2.4 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.5 This Schedule shall survive termination of each and any Call-Off Contract.