

Call off Contract Terms and Conditions

**CONTRACT FOR THE PROVISION OF HMPPS PRISONER,
FAMILY AND SIGNIFICANT OTHER SERVICES**

(2022 – 2027)

Between

Lot 17 HMP/YOI Elmley, Standford Hill and Swaleside

and

PRISON ADVICE AND CARE TRUST (PACT)

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Call-Off Order Form

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OFFICIAL SUBJECT TO CONTRACT

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on 27th June 2022 ("**Call-Off Effective Date**")

1. BACKGROUND

- (A) On 11th June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (reference 2020/S), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of a Selection Questionnaire Response, the Authority entered into a dynamic framework agreement dated 20th June 2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. IT IS AGREED AS FOLLOWS

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Off Contract.
- 2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 2.4 The Supplier acknowledges that it has advised the Customer in writing of:-
 - 2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - 2.4.2 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 2.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
- 2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

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3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	Ministry of Justice			
2.	Supplier	Name: Registered address: Registered number:	PRISON ADVICE AND CARE TRUST (PACT) REDACTED – PERSONAL INFORMATION REDACTED – PERSONAL INFORMATION		
3.	Call-Off Commencement Date	1 st October 2022			
4.	Call-Off Expiry Date	30 th September 2027			
5.	Customer Representative (Clause 13.6.2)	Nominated representatives at HMP/YOI Elmley, HMP Stanford Hill and HMP Swaleside			
6.	Supplier Representative (Clause 13.6.2)	REDACTED – PERSONAL INFORMATION			
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).			
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:			
		Framework Agreement Clause number	Applies	Disapplies	Consequence
		9 (Implementation)		✓	If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply
		10 (Performance Indicators)		✓	If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply
		16.7 to 16.10 (Key Personnel)	✓		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply
		32 (Remediation Plan Process)	✓		
		33 (Delay Payments)		✓	
		35 (Step-In Rights)	✓		

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		<table><tr><td>Schedule (Payments Termination)</td><td>7.2 on</td><td>✓</td><td></td><td></td></tr></table>	Schedule (Payments Termination)	7.2 on	✓																									
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9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly. <table><tr><th>Provision</th><th>Tier One</th><th>Tier Two</th><th>Tier Three</th></tr><tr><td>Schedule 7.4 (Financial Distress)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 7.5 (Reports, Records and Audit Rights)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 8.1 (Governance)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 8.2 (Change Control)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 8.5 (Exit Management)</td><td></td><td></td><td>✓</td></tr><tr><td>Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)</td><td></td><td></td><td>✓</td></tr></table>	Provision	Tier One	Tier Two	Tier Three	Schedule 7.4 (Financial Distress)			✓	Schedule 7.5 (Reports, Records and Audit Rights)			✓	Schedule 8.1 (Governance)			✓	Schedule 8.2 (Change Control)			✓	Schedule 8.5 (Exit Management)			✓	Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			✓
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Schedule 8.5 (Exit Management)			✓																											
Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			✓																											
10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model. The provisions of Appendix 1 to Schedule 7.1 (Charges and Invoicing) shall not apply to this Call-Off Contract.																												
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.																												
12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be basic (S1).																												
13.	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S1. The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance).																												
14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract																												

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15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.												
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.												
17.	Payments on Termination	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.												
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.												
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.												
20.	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall not be payable for Termination Services.												
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.												
22.	Staff Transfer (Relevant Staff Transfer Schedule)	Schedule 9.1A/Schedule 9.1B shall not apply to this Call-Off Contract												
23.	Guarantee	Not applicable												
24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.												
25.	Notice provisions (Clause 46.4)	<table border="1"> <thead> <tr> <th></th><th>Supplier</th><th>Customer</th></tr> </thead> <tbody> <tr> <td>Contact</td><td>REDACTED – PERSONAL INFORMATION</td><td>1. HMP/YOI Elmley 2. HMP Stanford Hill 3. HMP Swaleside</td></tr> <tr> <td>Address</td><td>REDACTED – PERSONAL INFORMATION</td><td>REDACTED – PERSONAL INFORMATION</td></tr> <tr> <td>Email</td><td>REDACTED – PERSONAL INFORMATION</td><td>REDACTED – PERSONAL INFORMATION</td></tr> </tbody> </table>		Supplier	Customer	Contact	REDACTED – PERSONAL INFORMATION	1. HMP/YOI Elmley 2. HMP Stanford Hill 3. HMP Swaleside	Address	REDACTED – PERSONAL INFORMATION	REDACTED – PERSONAL INFORMATION	Email	REDACTED – PERSONAL INFORMATION	REDACTED – PERSONAL INFORMATION
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Email	REDACTED – PERSONAL INFORMATION	REDACTED – PERSONAL INFORMATION												
26A.	Special Terms 26A – Additional Clauses	- Three (3) months before the end of this contract term (5 years), the Authority will have an option to extend the service by 2 years. - The value for the extension will be as per Annex B – Pricing Plan.												

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26B.	Special Terms 26B – Additional Definitions (Schedule 1)	“Extension Period” means a period up to 24 months from the end of the Initial Call Off Term. “Initial Call off Term” means 1st October 2022 to 30th September 2027.
26C.	Special Terms 26C – Key Performance Indicators	1. The Key Performance Indicators and trigger levels will be determined in a series of workshops with successful providers during the Implementation Period (between contract award and commencement). 2. Key Performance Indicators will not be linked to any financial remedies. 3. Key Performance Indicators will be monitored and reported quarterly via a Performance Monitoring Report. A central template will be provided, and the quarterly reports should be discussed and approved locally before being sent centrally for oversight. The quarterly report should be submitted to the Authority on the 10th day after the end of each quarter. 4. If performance falls below a trigger level in a monitoring period (quarterly), this shall trigger an Improvement Plan in accordance with Clause 31 of the Framework Agreement. 5. Where deemed necessary, the Customer may at any time issue an Improvement Notice in accordance with Clause 31 of the Framework Agreement. 6. The Supplier shall provide and make available to the Customer on request appropriate documents and records (including staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received, service-user records, sub-contractor records, internal communications etc.) in relation to the Services being delivered. In addition to any audit rights the Customer may have, the records and documents of the Supplier shall be available for inspection by the Customer and/or its nominee at any time and the Customer and/or its nominee may make copies of any such records and documents. 7. The Supplier must comply with Section Schedule 2.2 of the Framework Agreement (Call-off performance levels).
26D.	Special Terms 26D – Refreshments	1. The Supplier must notify the prison of orders to be placed. 2. Refreshment prices will be capped at Recommended Retail Price or less. This will be reviewed annually. 3. The surplus account will be maintained within prison accounts and choices around surplus spend will be considered at local contract management meetings.
26E.	Special Terms 26E – Pricing	1. All pricings will be subject to annual Consumer Price Index (CPI) uplifts. The first date of an uplift will be October 2023.
26F.	Special Terms 26F – Schedule 9.1 Staff Transfer	1. Schedule 9.1 is below:

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		 Schedule 9.1C V1.docx
26G.	Special Terms 26G – Schedule 8.1 Governance	1. The Supplier may also be required to attend the following meetings: Resettlement Meetings, Quality Improvement Group Meetings, Safety Intervention Group Meetings, Interdepartmental Risk Meetings, Discharge Boards.

IN WITNESS of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
the **[Supplier]**

.....
Signature

.....
Name (block capitals)

.....
Position

.....
Date

SIGNED for and on behalf of
the **[Customer]**

.....
Signature

.....
Name (block capitals)

.....
Position

.....
Date

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SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

1. INTRODUCTION

- 1.1 This Schedule sets out the scope of the Services to be provided by the Supplier.
- 1.2 The Services to be provided by the Supplier under this Call-Off Contract shall be:
- 1.3 the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description)

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PART A - MANDATORY REQUIREMENTS

1. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

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PART B – SERVICE CATEGORIES

1. The Supplier shall provide the Service Categories for this Call-Off Contract:
2. Family & Significant Others and/or
3. Women's Cohort
4. **General Requirements (Specification)**



Annex G - High Level
Specification Final V1.



HMPYOI Elmley
Specification.docx



HMP Stanford Hill
Specification.docx



HMP Swaleside
Specification.docx

Optional Services

HMP Swaleside

To take bookings for social and secure video calling visits.

HMP/YOI Elmley

HMP Stanford Hill

There are no optional services in the specification for this prison.

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PART C – GEOGRAPHICAL LOCATIONS

The Supplier shall provide the Services to establishment(s) detailed within the General Requirements (Specification) Part B above.

Kent and Sussex	HMP/YOI Elmley
	HMP Swaleside
	HMP Stanford Hill

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SCHEDULE 2.2

CALL-OFF PERFORMANCE LEVELS

In addition to Special Term 26C, the Supplier must use the KPI template below to report performance levels. The guidance tab must be reviewed and followed.

REDACTED – COMMERCIALLY SENSITIVE

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SCHEDULE 2.5

CALL-OFF INSURANCE

1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	REDACTED - COMMERCIALLY SENSITIVE	REDACTED - COMMERCIALLY SENSITIVE
Professional Indemnity Insurance	REDACTED - COMMERCIALLY SENSITIVE	REDACTED - COMMERCIALLY SENSITIVE
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	REDACTED - COMMERCIALLY SENSITIVE	REDACTED - COMMERCIALLY SENSITIVE

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SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects
Not Applicable	Not Applicable

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SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

REDACTED - COMMERCIALY SENSITIVE

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SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
		N/A	

SCHEDULE 4.3

CALL-OFF SUB-CONTRACTING

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call- Off Competition	Key role in delivery of the Services	Credit Rating Threshold
N/A					

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SCHEDULE 6.1

CALL-OFF IMPLEMENTATION

Not applicable

SCHEDULE 6.2**CALL-OFF SOFTWARE****1. THE SOFTWARE**

1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.

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

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:-

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

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:-

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

SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:

(a) Fixed Price

1.2 The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).

2. FIXED PRICE

2.1 The Fixed Price shall be as set out below

REDACTED - COMMERCIALLY SENSITIVE

2.2 Note: annual CPI inflation uplifts will be applied to the fixed prices submitted as part of the competition. The first date of an inflation uplift will be on the 1st October 2023 and the annual uplift will apply every October thereafter. The CPI rate published for August will be applied in the October. The CPI rate should be issued by the Office for National Statistics (ONS) after the month ends, for example the CPI rate for August will be listed on the ONS website in September of each year.

3. PERFORMANCE PAYMENTS

3.1 Not applicable.

4. DELAY PAYMENTS

4.1 There shall be no Delay Payments payable under this Call-Off Contract.

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

Not applicable as Call-Off Contract is Tier 3.

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

2. PROVISION OF REPORTS

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

3. SUPPLIER AUDITS

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) shall not be applicable to this Call-Off Contract.

ANNEX 1

TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	See Schedule 2.2. for performance template	Microsoft Excel format	Refer to Special Term 26C
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

REPORTS

Regular reports

The Supplier shall provide a report once every Call-Off Contract Year (the "**Annual Report**") which shall include sub-sections with the information for each report below which is highlighted in the frequency column as Annual Report. The Customer shall provide a template for such Annual Report to assist with completion.

Required Report	Content	Format	Frequency
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annual Report
Audited and unaudited Finance statements (the " Management Accounts ")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annual Report

Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request

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Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1

CALL-OFF GOVERNANCE

1. REPRESENTATION AND STRUCTURE OF BOARDS

1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

a) Service Management Board (Quarterly or as required)

Customer Members of Service Management Board	REDACTED - PERSONAL INFORMATION
Supplier Members of Service Management Board	REDACTED - PERSONAL INFORMATION
Start Date for Service Management Board meetings	REDACTED - PERSONAL INFORMATION
Location of Service Management Board meetings	REDACTED - PERSONAL INFORMATION

b) Contract Strategy Board (Annually or as required)

Customer members of Contract Strategy Board	REDACTED - PERSONAL INFORMATION
Supplier members of Contract Strategy Board	REDACTED - PERSONAL INFORMATION
Start date for Contract Strategy Board meetings	REDACTED - PERSONAL INFORMATION
Location of Contract Strategy Board meetings	REDACTED - PERSONAL INFORMATION

c) Change Management Board (Regularly as required)

Customer Members of Change Management Board	REDACTED - PERSONAL INFORMATION
Supplier Members of Change Management Board	REDACTED - PERSONAL INFORMATION
Start Date for Change Management Board meetings	REDACTED - PERSONAL INFORMATION
Location of Change Management Board meetings	REDACTED - PERSONAL INFORMATION

- 1.2 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract:

Customer attendees for annual review meeting	REDACTED - PERSONAL INFORMATION
Supplier attendees for annual review meeting	REDACTED - PERSONAL INFORMATION

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SCHEDULE 9.1A

STAFF TRANSFER

Not applicable

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SCHEDULE 9.1B (FOR USE IN RESPECT OF RE-LET CONTRACTS)

STAFF TRANSFER

Not applicable

SCHEDULE 9.2

CALL-OFF KEY PERSONNEL

1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	Throughout
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	Throughout
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	6 months
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	Throughout
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	Throughout
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	Throughout
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	Throughout
REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	REDACTED - PERSONAL INFORMATION	Throughout	Throughout

SCHEDULE 10

CALL-OFF PROCESSING OF PERSONAL DATA

PART 1

1. **SCHEDULE OF DATA SHARING PARTICULARS**

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	REDACTED - COMMERCIALY SENSITIVE
Permitted Purpose	The lawful basis is included in the Data Map

PART 2

1. SCHEDULE OF DATA PROCESSING PARTICULARS

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	REDACTED - COMMERCIALY SENSITIVE