

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: Project_23785 DWP Jaggaer

THE BUYER **Department for Work and Pension**

BUYER ADDRESS Caxton House Tothill Street London
SW1H 9NA

THE SUPPLIER: **Omilia Natural Language Solutions
(ONLS) Ltd.**

SUPPLIER ADDRESS: Gladstonos 55 Roussos Center Point, 3rd
floor, Flat/Office 3C-3D 3040 Limassol,
Cyprus.

DUNS NUMBER: **565559982**

DPS SUPPLIER REGISTRATION SERVICE ID:

This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE DPS CONTRACT' and up to, but not including, the Signature block.

It is essential that if you, as the Buyer, add to or amend any aspect of any Order Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **1ST March 2022**.

It's issued under the DPS Contract with the reference number Project_23785 (ITT_5865) [DPS Contract Reference number] for the provision of Omilia Conversational Platform Licensing and Services.

DPS FILTER CATEGORY(IES):

The Filter Categories are Lot 1 – Automation Marketplace Filter Levels 1,2,3 & 4

ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **(Project_23785 (ITT_5865))** The following Schedules in equal order of precedence:
 - Joint Schedules for RM6173

Joint Schedule 1 (Definitions)

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibilities)

Joint Schedule 7 (Financial Difficulties)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

Joint Schedule 12 (Supply Chain Visibility)

Order Schedules for Project_23785 Order reference number

Order Schedule 1 (Transparency Reports)

Order Schedule 2 (Staff Transfer)

Order Schedule 3 (Continuous Improvement)

Order Schedule 4 (Order Tender)

Order Schedule 5 (Pricing Details)

Order Schedule 6 (ICT Services)

Order Schedule 7 (Key Supplier Staff)

Order Schedule 8 (Business Continuity and Disaster Recovery)

Order Schedule 9 (Security)

Order Schedule 10 (Exit Management)

Order Schedule 11 (Installation Works)

Order Schedule 13 (Implementation Plan and Testing)

Order Schedule 14 (Service Levels)

Order Schedule 15 (Order Contract Management)

Order Schedule 16 (Benchmarking)

Order Schedule 18 (Background Checks)

Order Schedule 20 (Order Specification)

Order Schedule 22 (Additional Terms)

3. CCS Core Terms (DPS version) v1.0.1
4. Joint Schedule 5 (Corporate Social Responsibility) Project_23785 (ITT_5865)

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

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

ORDER SPECIAL TERMS AND ORDER SPECIAL SCHEDULES

The following Special Terms and Special Schedules are incorporated into this Order Contract:

Special Term 1. Software License (Order Schedule 6);

1. Software License

- 1.1 The Supplier grants to Buyer, solely for Buyer's own internal business purposes, a limited, non-exclusive, non-transferable (save between Buyer's various instances or installations of the Omilia software pursuant to this Order Contract), non-sublicensable license for the Term of this Order Contract and any Variation Agreement as set out in Joint Schedule 2 to access and use the Omilia software and any enhancements, upgrades, improvements or modifications to the Omilia software, provided by the Supplier pursuant to this Order Contract, or any associated agreement or Variation Agreement which references this Order Contract.
- 1.2 The Buyer acknowledges and agrees that the Supplier exclusively owns all right, title and interest to the Omilia Natural Language Solutions software and systems, including without limitation code, copyrights, know how, marks, trade secrets, service marks, logos, information and system data, technologies, intellectual property, information and data generated by the Supplier or the Supplier's systems, whether pre-existing, or created after the Effective Date of the Order Contract, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such Omilia software and systems.
- 1.3 The Buyer does not acquire any rights, express or implied, in the Omilia software ord, except as expressly granted herein. The Buyer acknowledges and agrees that its rights in and to Omilia software and systems are limited to the license rights set forth in this Section. The Buyer shall not claim ownership or proprietary rights in Omilia software and systems.

Special Term 2. Intellectual Property Rights (Core Terms);

BUYER IPR

- 2.1 The Buyer shall retain and maintain all exclusive rights in connection with Buyer procured Intellectual Property and Buyer interfaces. The Buyer shall retain ownership of any Confidential Information of the Buyer which is incorporated into the Supplier's Intellectual Property.
- 2.2 Unless otherwise agreed under this Order Contract, the Buyer will have all ownership rights in services deliverables, and (i) the Buyer will have those rights from the creation of the services deliverables; (ii) the Supplier waives, in favour of the Buyer, any moral rights it may have in them at law (including any copyright legislation) or in equity; and (iii) the Supplier may use them solely to perform its obligations under this Order Contract.
- 2.3 In case the Supplier desires to provide any application resulting from the services deliverables to any third party, it may not do so unless the Buyer and the Supplier mutually agree on the licensing terms.
- 2.4 Notwithstanding the foregoing, the Supplier will retain all ownership rights in any pre-existing software or materials of the Supplier ("Pre-Existing Materials") incorporated into those services deliverables and grants to the Buyer and any the Buyer's Affiliate a non-exclusive, non-transferable, and royalty-free license to use the Pre-Existing Materials as part of those services deliverables for the duration of the Term as set out in the Order Contract. The Buyer or any Buyer Affiliate may grant access to the Pre- Existing Materials to any third party providing maintenance for those services deliverables or performing the business activities of the Buyer for which those services deliverables are being used.

SUPPLIER IPR

- 2.5 The Supplier (or a third party, if the Supplier is not the owner) shall retain and maintain all ownership rights to the Omilia software that the Supplier licenses to the Buyer, including any acoustic, language, or semantic models forming part of the software.
- 2.6 To the extent that any of the Supplier's Intellectual Property is embedded in any deliverables, reports, manuals or other Documentation provided to the Buyer in connection with this Order Contract, the Supplier hereby grants to the Buyer a non-exclusive, non-transferable, revocable, limited for the term of this Order Contract license to use such Supplier's Intellectual Property to the extent necessary to permit the Buyer to utilize the system provided by the Supplier in accordance with this Order Contract solely for the Buyer's own internal business purposes.
- 2.7 The Buyer agrees that any of the Supplier's products, services, or work, that are based on an existing product of the Supplier or any improvement, or enhancement of such existing product with extra functionalities, as well as any model of the Supplier, and in particular (i) software, (ii) tools, (iii) acoustic models, (iv) semantic and/or language model(s), improved or enhanced as a result of training with the Buyer's Data as well as

any and all derivative works of the above shall constitute the Supplier's Intellectual Property.

Special Term 3. Training Linguistic Data for AI Machine Learning (Order Schedule 6);

3. Data Export and Anonymization

3.1 The Buyer will, upon request from the Supplier, use a special data export tool supplied by the Supplier, with which, upon a pre-agreed procedure, the Supplier will export and anonymize call data from the Omilia software database, and in particular IVR captured caller voice utterances, audio files, as well as text files derived from such data "Training Linguistic Data", and deliver the exported Training Linguistic Data to the Supplier to be used for improving Omilia software, more specifically training and fine-tuning acoustic and language models. Such requests will be periodic and perpetual, but may not take place more frequently than once per calendar week. The Buyer will retain ownership of the exported Training Linguistic Data and shall provide an unlimited, perpetual, irrevocable license to the Supplier to use the exported Training Linguistic Data for system training purposes, improving the Supplier's software products, training language, acoustic and voice activity detection models, optimizing system dialogues, and fine-tuning the application components. The Buyer understands and agrees that the Supplier's use of Training Data does not grant the Buyer any right, title, or interest in or to the Supplier's Intellectual Property or other proprietary rights.

Special Term 4. Insurance (Joint Schedule 3);

The following term in Joint Schedule 3 (Insurance Requirements) in Clause 1.3 is not applicable, since it relates to *"death or bodily injury or third party property damage"*:

"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."

Special Term 5. Support Level Functions (Joint Schedule 14);

5 Support Level Functions (Joint Schedule 14)

5.1 The Responsibilities and Functions that correspond to each Level of Support can be found in Table C.

TABLE C: SUPPORT LEVEL RESPONSIBILITIES AND FUNCTIONS

Support Level	Responsibility	Functions
L1	Buyer	<ul style="list-style-type: none"> ▶ Operation, Administration and Support of platform ▶ Basic Problem Determination ▶ Log collection and escalation to L2
L2	Buyer/Supplier	<ul style="list-style-type: none"> ▶ Detailed Problem Determination + Resolution ▶ Identification of failing module ▶ Escalation to L3 for bug reporting
L3	Supplier	<ul style="list-style-type: none"> ▶ Product Development investigates the issue ▶ Preparation of temporary product fixes ▶ Roll out of permanent fixes

"Level 1 Support" means the service provided in response to the initial inquiry from the BUYER regarding the Software operation generally or which identifies and documents a reported problem in the Software.

"Level 2 Support" means the service provided to analyse or reproduce the reported problem or to determine that the reported problem is not reproducible. Level 2 Support also means resolving any BUYER issue caused by a defect in the Software when the Supplier has provided an electronic notice of the defect and the needed support action to the BUYER's designated personnel.

"Level 3 Support" means the service provided to isolate the reported problem to a component level of the Software, provided such reported problem is reproducible by the BUYER and/or the Supplier and does not relate solely to modifications to the Software made by the BUYER, and in such case provides a reported problem correction or a circumvention (followed as promptly as practicable by a reported problem correction).

5.2 The Supplier will provide web and telephone support as and when necessary to fulfil the Supplier's Level 2 and Level 3 Support obligations. The Supplier's obligations with respect to Level 3 Support are contingent upon proper use and application of the Software in accordance with applicable specifications and does not cover repair or replacement caused by negligence, alterations, or modifications not approved by the Supplier.

5.2 Level 3 Support will also include the creation of modifications to the Software that enable the temporary or permanent resolution of a defect in the Software for which a resolution has not been electronically distributed to the BUYER's designated personnel.

5.3 BUYER Obligations

THE BUYER shall:

- 1) Provide Level 1 and Level 2 Support, i.e. verifying the proper operation and identifying any malfunction or incident in the production environment.
- 2) Supervise, control, and manage the Software, implement backup procedures and maintain a current backup copy of all programs and data to protect information in the event of Errors or malfunctions of the Software or equipment upon which the Software is loaded or operating and to protect data from damage during the performance of Support services.
- 3) Provide the Supplier with reasonable telephonic or remote access to the the BUYER's personnel and equipment upon which the Supplier's Software is loaded or operating. Such access may be via joint telephonic sessions or remote access sessions with the BUYER.
- 4) Document and promptly report defects or malfunctions of the Software to the Supplier. The BUYER will take all reasonable and necessary steps to carry out procedures provided by the Supplier for the correction of such defects or malfunctions within a reasonable time.
- 5) Properly train its personnel in the use of the Software and the equipment on which the Software is loaded or operating, in accordance with the Certification requirements.
- 6) Update to latest version of Software as applicable and necessary; and

The BUYER acknowledges that virus protection software and backup software may adversely affect the performance of the Supplier's Software; The Supplier shall not be responsible for degradation of service in cases where virus protection or backup software affects the performance of the Supplier's Software.

Local Language Support

Support is provided in English.

Special Term 6 – Guarantee

6. If requested by the Buyer, the Supplier must provide a completed Guarantee using the DWP's GLD Parental Company Guarantee (in the form attached in Special Schedule 22) before the commencement of the contract. A Guarantee may also be requested if the Supplier's financial standing isn't enough on its own to guarantee delivery of the Services.

ORDER SPECIAL SCHEDULES

7. Special Schedule 22 (see attached Order Schedule 22 (Additional Terms))

ORDER START DATE: **1st March 2022**

ORDER EXPIRY DATE: **28th February 2025**

ORDER INITIAL PERIOD: **3 years (+1 Year optional extension)**

DELIVERABLES

[Option B: See details in Order Schedule 20 (Order Specification)]

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is Estimated Charges in the first 12 months of the Contract. **VAT irrecoverable**

ORDER CHARGES

Option B: See details in Order Schedule 5 (Pricing Details)]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in DPS Schedule 3 (DPS Pricing)]

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation after the initial term of three (3) years
- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Supplier (Omilia NLS Ltd) to be paid by DWP using SOP5 Payment Authority Form – Foreign Payment. The Supplier will submit a PDF format invoice for the Buyers approval which will then be processed using the SOP5 form by SSCL.

BUYER'S INVOICE ADDRESS:

The Department for Work and Pensions
Caxton House Tothill Street London SW1H 9NA
Invoices to be submitted electronically via;
APinvoices-DWP-U@gov.sscl.com

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER'S SECURITY POLICY

Appended at Order Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

None

KEY SUBCONTRACTOR(S)

None

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Commercial breakdown of the contract value

SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is:

(a) which shall apply in the first year of the Order Initial Period and is based on 20% of the value of the first years contracted license volumes; and

(b) twenty per cent 20% for the remainder of the Order Initial Period (and any subsequent optional extension periods) and shall be specific to the total volume of licenses purchased at the time of any Service Level Failure and payable by the Supplier under this Order Contract immediately following the Service Period in respect of which Service Credits are accrued;

The Service Period is one calendar Month

A Critical Service Level Failure is:

A Critical Service Level Failure will be deemed to have occurred if the Supplier fails more than 3 Incident Resolution Times within three consecutive months.

In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for Material Default.

ADDITIONAL INSURANCES

See Special Term 4

GUARANTEE

See Special Term 6

SOCIAL VALUE COMMITMENT

Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:			
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]		[Redacted]
Date:	1 st March 2022	Date:	1 st March 2022

Schedule 22 (Additional Terms)

This Schedule sets out the additional terms agreed by both Parties

1. Termination Without Cause

- 1.1. The Buyer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least ninety (30) Working Days written notice.
- 1.2. The Buyer shall not Termination this agreement prior to the first Anniversary of the commencement date, but that Termination Notice may be served in advance.

2. Support and Maintenance

- 2.1. The Supplier agrees to provide Support and Maintenance at the agreed charges from time to time in accordance with the Call-Off Contract
- 2.2. The provision of Support and Maintenance will be delivered free of charge for the duration of the initial term (three (3) years). The Supplier may choose to invoke Support and Maintenance charges any time thereafter the initial term subject to the Buyer notifying the Supplier of any potential extension. These charges being at no more than twenty (20) percentile of the licence costs at the time of purchase and calculated on the basis of deployed licenses on the DWP estate.

3. Indexation

- 3.1. The Parties agree that any annual increase in Support and Maintenance charges will be capped to a maximum of UK Consumer Price Index (CPI) relative to that financial year.

4. Licence Charges

- 4.1. The Parties agree that any additional licences purchased by the Buyer will be at the same cost as the discounted licence charges offered by the Supplier and accepted by the Buyer during the initial term.
- 4.2. Charges for licences will be in line with the deployment of the licences by the Supplier in accordance with DPS Order Schedule 13 (Implementation plan and Testing).
- 4.3. The Buyer reserves the right, at any time, to reduce the volume of licences required by no more than twelve (12) percentile without incurring additional charges and in doing so the Supplier will continue to honour the existing license unit price and any such reduction would be pro-rata to the overall price.
- 4.4. The Buyer will inform the Supplier in reasonable time of any reduction in licencing volumes greater than twelve (12) percentile of the licence volumes stated in the roll out schedule. Upon receipt of such notification the Supplier will inform the Buyer of any consequential impact on licence charges within five (5) working days for consideration by the Buyer. The Buyer will not unreasonably delay a response to the impact on licence charges and both Parties will agree to any licence charge amendments within twenty (20) working days of the Buyer receiving any proposed licence charge amendments.
- 4.5. Any dispute in licence charge amendments will be in line with the Dispute Resolution process
- 4.6. The Parties agree that the Buyer can, if they select to do so by way of a variation notice, novate any licenses procured in this contract to any other pre-existing contract between the Parties, with no additional fees and on the same terms of the pre-existing contract.

5. Warranty

- 5.1. Warranty Period – notwithstanding those warranties defined in Schedule 6 “ICT Services” Clause 4 the Warranty Period will continue for the duration of the term plus any extension period.
- 5.2. the Supplier warrants that the Software:
- (i) will, during the Warranty Period, comply with and perform in accordance with the Requirements;
 - (ii) will, during the Warranty Period, be compatible and inter-operate with, and will not detrimentally affect the operation or performance of, the Designated Environment, when used in accordance with the Documentation;
 - (iii) may be used in accordance with the Documentation without risk to health or safety; and
 - (iv) will not be subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract;

6. Indemnity

- 6.1. Without cause to DPS Joint Schedule 3 “Insurance” the Supplier will indemnify the Buyer for all charges paid and reasonable costs of a replacement solution in the event that the Supplier Software does not fully meet the Buyer Requirements or meet the ICT Specification.

7. Non-disclosure of Supplier’s Confidential information

- 7.1. The Buyer will not disclose the technical solution proprietary information pertaining to the operation of the Supplier’s software to any replacement natural language solution provider up on Exit.

8. Background checks

- 8.1. When the Supplier undertakes background checks in order to satisfy BPSS then the law of the Suppliers employees’ country of residence must be respected when requesting personal information.

Special Term 6 – Guarantee

8. If requested by the Buyer, the Supplier must provide a completed Guarantee using the DWP’s GLD Parental Company Guarantee (in the form attached in this Special Schedule 22) before the commencement of the contract. A Guarantee may also be requested if the Supplier’s financial standing isn’t enough on its own to guarantee delivery of the Services.



Government
Legal Department

THIS DEED is executed as a deed and dated [Insert date of execution] (the “**Deed**”)

BETWEEN:

- (1) **[INSERT NAME OF THE GUARANTOR]** [a company incorporated in [England and Wales] under registered number [insert registered number] whose registered office is at [insert registered office]] **[OR]** [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (the “**Guarantor**”); and
- (2) **[DEPARTMENT FOR WORK AND PENSIONS]**, [acting on behalf of the Crown] of [Caxton House Tothill Street, Westminster, SW1 H9A] (the “**Authority**”).

Together the “**Parties**” and each a “**Party**”.

BACKGROUND:

- A. The Authority may award a contract in the near future to [insert details of the Supplier] (the “**Supplier**”) for the provision of [insert details of goods or services to be provided] (the “**Guaranteed Agreement**”).
- B. It is a condition of the Authority entering into the Guaranteed Agreement that the Supplier procures the execution and delivery to the Authority of a parent company guarantee substantially in the form of this Deed.
- C. The Guarantor has agreed to guarantee the due performance of the Guaranteed Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 The **following** definitions apply in this Deed:

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"Control" means the power of a person to secure that the affairs of a body corporate are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares or the possession of voting power in relation to that body or any other body corporate; or
- (b) as a result of any powers conferred by the constitutional or corporate documents, or

any other document regulating that body
or any other body corporate;

"Guaranteed Agreement" has the meaning given to it in Recital (A);

"Guaranteed Obligations" has the meaning given to it in Clause 2.1(a);

"Supplier" has the meaning given to it in Recital (A);

"VAT" means value added tax or any equivalent tax
chargeable in the UK or elsewhere.

Interpretation

1.2 Unless otherwise stated, any reference in this Deed to:

- (a) the **"Guarantor"**, the **"Authority"**, the **"Supplier"** or any other person shall be construed so as to include their successors in title, permitted assigns and permitted transferees, whether direct or indirect;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) this **"Deed"**, or any other agreement or instrument is a reference to, this deed or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (d) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (e) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (f) the words **"including"**, **"includes"**, **"in particular"**, **"for example"** or similar shall be construed as illustrative and without limitation to the generality of the related general words; and
- (g) a time of day is a reference to London time.

2 GUARANTEE AND INDEMNITY

2.1 The Guarantor:

- (a) guarantees to the Authority the due and punctual performance of all of the Supplier's present and future obligations under and in connection with the Guaranteed Agreement if and when they become due and performable in accordance with the terms of the Guaranteed Agreement (the “**Guaranteed Obligations**”);
- (b) shall pay to the Authority from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) that have become payable by the Supplier to the Authority under or in connection with the Guaranteed Agreement but which has not been paid at the time the demand is made; and
- (c) shall, if the Supplier fails to perform in full and on time any of the Guaranteed Obligations and upon written notice from the Authority, immediately on demand perform or procure performance of the same at the Guarantor's own expense.

2.2 The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1, shall indemnify and keep indemnified the Authority in full and on demand from and against all and any losses, damages, costs and expenses suffered or incurred by the Authority arising out of, or in connection with:

- (a) any failure by the Supplier to perform or discharge the Guaranteed Obligations; or
- (b) any of the Guaranteed Obligations being or becoming wholly or partially unenforceable for any reason,

provided that the Guarantor's liability under this Clause 2.2 shall be no greater than the Supplier's liability under the Guaranteed Agreement was (or would have been had the relevant Guaranteed Obligation been fully enforceable).

3 AUTHORITY PROTECTIONS

Continuing Guarantee

3.1 This Deed is, and shall at all times be, a continuing and irrevocable security until the Guaranteed Obligations have been satisfied or performed in full, and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authority may at any time hold for the performance of the Guaranteed Obligations and may be enforced without first having recourse to any such security.

Preservation of the Guarantor's liability

3.2 The Guarantor's liability under this Deed shall not be reduced, discharged or otherwise adversely affected by:

- (a) any arrangement made between the Supplier and the Authority;
- (b) any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations;
- (c) any alteration in the obligations undertaken by the Supplier whether by way of any variation referred to in Clause 4 or otherwise;
- (d) any waiver or forbearance by the Authority whether as to payment, time, performance or otherwise;
- (e) the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier or any other person;
- (f) any unenforceability, illegality or invalidity of any of the provisions of the Guaranteed Agreement or any of the Supplier's obligations under the Guaranteed Agreement, so that this Deed shall be construed as if there were no such unenforceability, illegality or invalidity;
- (g) any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, Control or ownership, insolvency, liquidation, administration, voluntary arrangement, or appointment of a receiver, of the Supplier or any other person.

Immediate demand

3.3 The Guarantor waives any right it may have to require the Authority to proceed against, enforce any other right or claim for payment against, or take any other action against, the Supplier or any other person before claiming from the Guarantor under this Guarantee.

Deferral of rights

3.4 Until all amounts which may be or become payable under the Guaranteed Agreement or this Deed have been irrevocably paid in full, the Guarantor shall not, as a result of this Deed or any payment performance under this Deed:

- (a) be subrogated to any right or security of the Authority;

- (b) claim or prove in competition with the Authority against the Supplier or any other person;
- (c) demand or accept repayment in whole or in part of any indebtedness due from the Supplier;
- (d) take the benefit of, share in or enforce any security or other guarantee or indemnity against the Supplier; or
- (e) claim any right of contribution, set-off or indemnity from the Supplier,

without the prior written consent of the Authority (and in such case only in accordance with any written instructions of the Authority).

3.5 If the Guarantor receives any payment or other benefit in breach of Clause 3.4, or as a result of any action taken in accordance with a written instruction of the Authority given pursuant to Clause 3.4, such payment of other benefit, and any benefit derived directly or indirectly by the Guarantor therefrom, shall be held by the Guarantor on trust for the Authority applied towards the discharge of the Guarantor's obligations to the Authority under this Deed.

4 VARIATION OF THE GUARANTEED AGREEMENT

4.1 The Guarantor confirms that it intends that this Deed shall extend and apply from time to time to any variation, increase, extension or addition of the Guaranteed Agreement, however, fundamental, and any associated fees, costs and/or expenses.

5 PAYMENT AND COSTS

5.1 All sums payable by the Guarantor under this Deed shall be paid in full to the Authority in pounds sterling:

- (a) without any set-off, condition or counterclaim whatsoever; and
- (b) free and clear of any deductions or withholdings whatsoever except as may be required by applicable law which is binding on the Guarantor.

5.2 If any deduction or withholding is required by any applicable law to be made by the Guarantor:

- (a) the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required; and
- (b) the Guarantor shall promptly deliver to the Authority all receipts issued to it evidencing each deduction or withholding which it has made.

- 5.3 The Guarantor shall not and may not direct the application by the Authority of any sums received by the Authority from the Guarantor under any of the terms in this Deed.
- 5.4 The Guarantor shall pay interest on any amount due under this Deed at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 5.5 The Guarantor shall, on a full indemnity basis, pay to the Authority on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which the Authority incurs in connection with:
- (a) the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt to do so; and
 - (b) any discharge or release of this Deed.

6 CONDITIONAL DISCHARGE

- 6.1 Any release, discharge or settlement between the Guarantor and the Authority in relation to this Deed shall be conditional on no right, security, disposition or payment to the Authority by the Guarantor, the Supplier or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.
- 6.2 If any such right, security, disposition or payment as referred to in Clause 6.1 is avoided, set aside or ordered to be refunded, the Authority shall be entitled subsequently to enforce this Deed against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment has not been made.

7 REPRESENTATIONS AND WARRANTIES

- 7.1 The Guarantor represents and warrants to the Authority that:
- (a) it is duly incorporated with limited liability and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name, and has power to carry on its business as now being conducted and to own its property and other assets;
 - (b) it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this Deed;

- (c) it has full power to perform the obligations expressed to be assumed by it or contemplated by this Deed;
- (d) it has been duly authorised to enter into this Deed;
- (e) it has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;
- (f) this Deed when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;
- (g) all necessary consents and authorisations for the giving and implementation of this Deed have been obtained;
- (h) that its entry into and performance of its obligations under this Deed will not constitute any breach of or default under any contractual, government or public obligation binding on it; and
- (i) that it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this Deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

8 ASSIGNMENT

- 8.1 The Authority shall be entitled by notice in writing to the Guarantor to assign the benefit of this Deed at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this Deed.
- 8.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of the Authority.

9 VARIATION

- 9.1 No variation of this Deed shall be effective unless it is in writing and signed by the parties.

10 DEMANDS AND NOTICES

- 10.1 Any demand or notice served by the Authority on the Guarantor under this Deed shall be in writing, addressed to:
 - (a) For the Attention of [insert details]
 - (b) [Address of the Guarantor in England and Wales]

or such other address in England and Wales as the Guarantor has from time to time notified to the Authority in writing in accordance with the terms of this Deed as being an address or facsimile number for the receipt of such demands or notices.

10.2 Any notice or demand served on the Guarantor or the Authority under this Deed shall be deemed to have been served:

- (a) if delivered by hand, at the time of delivery; or
- (b) if posted, at 10.00 a.m. on the second Business Day after it was put into the post.

10.3 In proving service of a notice or demand on the Guarantor it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.

10.4 Any notice purported to be served on the Authority under this Deed shall only be valid when received in writing by the Authority.

11 ENTIRE AGREEMENT

11.1 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 The Guarantor acknowledges that it has not entered into this Deed in reliance upon, nor has it been induced to enter into this Deed by, any representation, warranty or undertaking made by or on behalf of the Authority (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed.

12 WAIVER

12.1 No failure or delay by the Authority to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other 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 such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 Any waiver by the Authority of any terms of this Deed, or of any Guaranteed Obligations, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

13 SEVERANCE

- 13.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.

14 THIRD PARTY RIGHTS

- 14.1 A person who is not a Party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

15 GOVERNING LAW AND JURISDICTION

- 15.1 This Deed 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.
- 15.2 The Guarantor irrevocably agrees for the benefit of the Authority that the courts of England shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Deed or its subject matter or formation.
- 15.3 Nothing contained in Clause 15.2 shall limit the rights of the Authority to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 15.5 [The Guarantor irrevocably appoints [Insert name of agent] of [Insert address of agent] as its agent to receive on its behalf in England or Wales service of any proceedings under this Clause 15. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Authority has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall appoint a substitute acceptable to the Authority and deliver to the Authority the new agent's name and address within England and Wales.]

[Clause 15.5 should be included where the Guarantor is not registered in England and Wales.]

[Guidance note: The execution clauses below assume that the Guarantor is a limited company executing by a director in the presence of a witness. Ensure that the execution clauses reflect the nature of the parties and the corresponding legal and constitutional requirements for execution as a deed.]

Executed as a deed by [insert the name of the Guarantor] acting by [insert name of Director] a director, in the presence of a witness:

.....
[Signature of Witness]

.....
[Signature of Director]

Name of Director:

.....

Name of Witness:

.....

Address of Witness:

.....

.....

Occupation of Witness:

.....

Joint Schedule 1 (Definitions)

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

- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 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 Crown 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; and
 - 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	1 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 and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
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"Additional Insurances"	2 insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	3 means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/managementinformation/admin-fees ;
"Affected Party"	4 the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	5 in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	6 extra information which supports a Schedule;
"Approval"	7 the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>8 the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or

	<p>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;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<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>
"Authority"	CCS and each Buyer;
"Authority Cause"	9 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 subjectmatter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	10 the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	11 a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	12 the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	13 the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	14 the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;

"Buyer Premises"	15 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);
"CCS"	16 the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	17 the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	18 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"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	19 any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	20 a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	21 any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	22 the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	23 the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	24 the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	25 means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly

	designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
" Conflict of Interest "	26 a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
" Contract "	27 either the DPS Contract or the Order Contract, as the context requires;
" Contracts Finder "	28 the Government's publishing portal for public sector procurement opportunities;
" Contract Period "	29 the term of either a DPS Contract or Order Contract from the earlier of the:) applicable Start Date; or) the Effective Date until the applicable End Date;
" Contract Value "	30 the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
" Contract Year "	31 a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
" Control "	32 control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
" Controller "	33 has the meaning given to it in the GDPR;
" Core Terms "	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;

"Costs"	<p>34 the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; <ul style="list-style-type: none"> vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <p>35 but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and non-cash items (including depreciation, amortisation, impairments and movements in provisions);
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"Crown Body"	36 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	37 the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	38 an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	39 (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	40 has the meaning given to it in the GDPR;
"Data Subject"	41 has the meaning given to it in the GDPR;
"Data Subject Access Request"	42 a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	43 all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	44 any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	45 has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	46 the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	47 Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	48 delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

"Disaster"	49 the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	50 the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	51 any claim, dispute or difference arises 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;
"Dispute Resolution Procedure"	52 the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>is required by the Supplier in order to provide the Deliverables; and/or</p> <p>53 has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	54 the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	55 a) the Data Protection Act 2018;
"DPS"	56 the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	57 the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	58 the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;

"DPS Contract"	59 the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	60 the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	61 the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	62 the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	63 the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	64 such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	65 the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	66 the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	67 the Supplier's selection questionnaire response;
"DPS Special Terms"	68 any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	69 the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	70 any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	71 the date on which the final Party has signed the Contract;
"EIR"	72 the Environmental Information Regulations 2004;
"Employment Regulations"	73 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	74 Has the meaning of the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;

"Environmental Policy"	75 to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	76 the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form
"Estimated Yearly Charges"	77 i) in the first Contract Year, the Estimated Year 1 Contract Charges; ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	78 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	79 any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	80 the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	81 the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	82 the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event"	<p>83 any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>f) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	84 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;
"GDPR"	85 Has the meaning set out in the General Data Protection Regulation (Regulation (EU) 2016/679);
"General AntiAbuse Rule"	86 the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	87 a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	88 goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	89 standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	90 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"	91 the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	92 the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurementcard-2 ;
"Guarantor"	93 i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	94 the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	94 Her Majesty's Revenue and Customs;
"ICT Policy"	95 the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	96 an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and 24 such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	97 the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	98 a Party from whom an indemnity is sought under this Contract;

"Independent Control"	99 where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	100 the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
"Information"	101 has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	102 the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	103 the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Innovation"	104 the emergence of relevant new and evolving applications, processes, technologies, trends and directions;

"Insolvency Event"	<p>105</p> <ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	<p>106 all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;</p>
"Intellectual Property Rights" or "IPR"	<p>107</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	<p>108 the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;</p>

"IPR Claim"	109 any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	110 the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35find-out-if-it-applies ;
"Joint Controller Agreement"	111 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 (<i>Processing Data</i>);
"Joint Controllers"	112 where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	113 the individuals (if any) identified as such in the Order Form;
"Key SubContract"	114 each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	115 any Subcontractor: <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, 40 and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;
"Know-How"	116 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;
"Knowledge Transfer"	117 a process of exchange of explicit or tacit knowledge between Parties, during which one party purposefully receives and uses the knowledge provided by another;
"Law"	118 any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	119 Law Enforcement Directive (Directive (EU) 2016/680);

"Losses"	120 all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	121 has the meaning of 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	122 the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	123 the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	124 the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	125 shall be the person identified in the DPS Appointment Form;
"MI Default"	126 means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	127 means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	128 means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	129 means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	130 an event or task described in the Mobilisation Plan;
"Milestone Date"	131 the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
"Month"	132 a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	133 contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

"New IPR"	<p>134</p> <ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non –Compliance"	<p>135 where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

"Open Book Data"	<p>136 complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> 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; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis; 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; 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>61 the actual Costs profile for each Service Period;</p>
"Order"	137 means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	138 the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	139 the Contract Period in respect of the Order Contract;
"Order Expiry Date"	140 the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	141 a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	142 the template in DPS Schedule 6 (Order Form Template and Order Schedules);

"Order Incorporated Terms"	143 the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	144 the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	145 such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	146 the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	147 any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	148 the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	149 the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	150 any actual or potential Buyer under the DPS Contract;
"Overhead"	151 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";
"Parliament"	152 takes its natural meaning as interpreted by Law;
"Party"	153 in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	154 the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	155 has the meaning given to it in the GDPR;
"Personal Data Breach"	156 has the meaning given to it in the GDPR;
"Personnel"	157 all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	158 the online application operated on behalf of CCS to facilitate the technical operation of the DPS;

"Prescribed Person"	159 a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-peopleand-bodies ;
"Processing"	160 has the meaning given to it in the GDPR;
"Processor"	161 has the meaning given to it in the GDPR;
"Processor Personnel"	162 all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	163 a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	164 the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	165 a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	166 the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	167 a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper

	performance of a relevant function or activity in connection with each Contract; or c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 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;
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"Protective Measures"	168 appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Recall"	169 a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	170 the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	171 the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and 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); 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);
"Rectification Plan Process"	172 the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	173 the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	174 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: <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

"Relevant Authority"	175 the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	176 a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and c) information derived from any of the above;
"Relevant Requirements"	177 all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	178 HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	179 a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	180 any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	182 a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	183 any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	184 a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	185 the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	186 the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order 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;

"Schedules"	187 any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	188 the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	188 the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	189 means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	190 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	191 any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	192 has the meaning given to it in the Order Form;
"Services"	193 services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	194 any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	195 the date of a Service Transfer to be defined in the Exit Plan;
"Sites"	196 any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	197 an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	198 any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	199 a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	200 the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;

"Standards"	<p>201 any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; <p>All relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	202 in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	203 a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	204 the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>205 any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	206 any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	207 any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	208 the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	209 all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	210 the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;

"Supplier's Confidential Information"	<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) plus any Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	211 the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	212 the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	<p>213 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 comply with an obligation under a Contract;</p>
"Supplier Profit"	214 in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	215 in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	216 all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	217 the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	218 sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;

"Termination Notice"	219 a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	220 any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
"Test Plan"	221 means a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	222 any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	223 Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	224 those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	225 the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	226 the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Variation"	227 has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	228 the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	229 the procedure set out in Clause 24 (Changing the contract);
"VAT"	230 value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	231 a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;

"Worker"	232 any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 ; (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	233 any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

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

Contract Details

This variation is between: **[delete]** as applicable: CCS / Buyer] ("**CCS**" "**the Buyer**")
And
[insert] name of Supplier] ("**the Supplier**")
Contract name: **[insert]** name of contract to be changed] ("**the Contract**")
Contract reference number: **[insert]** contract reference number]

Variation initiated by: **Details of
Proposed
Variation**
[delete] as
applicable:
CCS/Buyer/Su
pplier]

Variation number: **[insert]** variation number]

Date variation is raised: **[insert]** date]

Proposed variation Reason for the variation:
[insert] reason]

An Impact Assessment **[insert]** number] days
shall be provided within:

Likely impact of the proposed variation: **Impact of
Variation**
[Supplier] to assessment of impact]
insert

Outcome of Variation

Contract variation: This Contract detailed above is varied as follows:
• **[CCS/Buyer to insert]** original Clauses or Paragraphs to be
varied and the changed clause]
Financial variation: Original Contract Value: £ **[insert]** amount]

Additional cost due to variation:

£ **[insert**amount]

New Contract value: £ [insert amount]		

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

- 2.1.1 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 affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following

written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal 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 cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

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

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

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
 - 1.3 employer's Liability Insurance with a minimum limit sufficient to cover the statutory requirements of the country, state or territory exercising jurisdiction over the employee

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
1	30/06/2021	Commercial breakdown of contract value	Indefinitely

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

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

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

4. Income Security

4.1 The Supplier shall:

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

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

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

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

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

6. Sustainability

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

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

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

"Credit Rating Threshold"

1 the minimum credit rating level for the Monitored Company as set out in the third Column of the table at Annex 2 and

"Financial Distress Event"

2 the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due

under a specified invoice
and not subject to a
genuine dispute; or

f) any of the following:

i) commencement of
any litigation against
the Monitored
Company with
respect to financial
indebtedness or
obligations under a
contract;

ii) non-payment
by the
Monitored
Company of
any financial
indebtedness;

iii) any financial
indebtedness of the
Monitored Company
becoming due as a
result of an event of
default; or

	iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
"Financial Distress Service Continuity Plan"	3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Order Contract;
	4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Order Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	5 Supplier the DPS Guarantor/ [and Order Guarantor or any Key Subcontractor
"Rating Agency"	6 the rating agency stated in Annex 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive termination or expiry of this Contract.

3. What happens when your credit rating changes?

3.1 The Supplier warrants and represents to CCS that as at the Start Date the credit rating issued for the Monitored Companies by the Rating Agency is as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within ten (10) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by the Rating Agency for a Monitored Company which means that the credit rating for the Monitored company falls below the Credit Rating Threshold.

3.3 If there is any such downgrade credit rating issued by the Rating Agency for a Monitored Company the Supplier shall at CCS' request ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick

ratio" on any date means:

where:

A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;

$$\frac{A + B + C}{D}$$

- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored]; and
- D is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agency; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if the Rating Agency has rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under

Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract: (a)

submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan 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); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

4.8 CCS shall be able to share any information it receives from the Supplier in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good?

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agency reviews and reports subsequently that the credit rating does not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCY

Dun & Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (D&B Failure Rating)	Credit Rating Threshold
Supplier	[D&B Failure Rating]	[D&B Failure Rating – 10%]
[DPS Guarantor/ [and Order Guarantor]	[D&B Failure Rating]	[D&B Failure Rating – 10%]
[Key Subcontractor]	[D&B Failure Rating]	[D&B Failure Rating – 10%]

Joint Schedule 10 (Rectification Plan)

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

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

Joint Schedule 11 (Processing Data)

1. Status of the Controller

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

Where one Party is Controller and the other Party its Processor

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

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Personal Data Breach.

7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

- (d) assistance as requested by the Controller following any Personal Data Breach; and/or
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30

GDPR and shall make the record available to the other Party upon reasonable request.

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

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

25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- (b) implement any measures necessary to restore the security of any compromised Personal Data;
- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Joint Schedule 12 (Supply Chain Visibility)

2. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule
"VCSE"	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.

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.

Annex 1 Supply Chain Information Report template



Supply Chain Information
Report template

Order Schedule 1 (Transparency Reports)

The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1

(<https://www.gov.uk/government/publications/procurement-policy-note-0117update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

- 1.1. Both Parties agree that at the commencement of the Contract there is no requirement to report on Transparency and acknowledge that during the term of the Contract if this is to change this Order Schedule 1 (Transparency Reports) will be updated accordingly and complied with
- 1.2. Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Order Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability" 1 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

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

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

"Former Supplier"

a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Subcontractor);

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes
"Supplier's Final Supplier Personnel List"	of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Provisional Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	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: (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy

payments;

(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;

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

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees"

those employees of the Buyer to whom the Employment

"Transferring Former Supplier Employees"

Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

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

3. Which parts of this Schedule apply

Application of TUPE on the Start date and termination – for the purposes of this Call-Off Contract both Parties have agreed this Call-Off Contract on the basis that TUPE will not apply.

The Supplier shall indemnify the Buyer from the Start date of this Call-Off Contract for any Loss as a result of any claims arising from non-transferring staff. Only the following parts of this Schedule shall apply to this Order Contract:

- Part C (No Staff Transfer On Start Date)
- [Part D (Pensions)]
- - Annex D1 (CSPS)
- - Annex D2 (NHSPS)
- - Annex D3 (LGPS)
- - Annex D4 (Other Schemes)
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date of Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.

1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -

2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 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 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-

contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 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 any Sub-contractor; or

2.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

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

5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to

treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

6.1 The Supplier shall comply with:

6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and

6.1.2 the provisions in Part D: Pensions.

Part B: Staff transfer at the Start Date of Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Subcontractor pursuant to the Employment Regulations then:

2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;

2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 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 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 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, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

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

5. Cabinet Office requirements

5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person; and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the 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.

Part D: Pensions

1. Definitions

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

- "Actuary"** a Fellow of the Institute and Faculty of Actuaries;
- "Admission Agreement"** means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
- "Broadly Comparable"** (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 **"Broad Comparability"** shall be construed accordingly;
- "CSPA"** the schemes as defined in Annex D1 to this Part D;
- "Fair Deal Employees"** 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 Sub-contractor, 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;

"Fair Deal Schemes"

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

"Fund Actuary"

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

"LGPS"

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

"NHSPS"

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

"New Fair Deal"

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

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

"Statutory Schemes"

2. Supplier obligations to participate in the pension schemes

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

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

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

4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

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

6.2 Further, the Supplier must ensure that the CRTPA will apply to any SubContract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

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

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

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

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

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant 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: CSPS, 5.2 of Annex D2: NHSPS 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 Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme; the Supplier must (and must, where relevant, procure that each of its 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 Sub-contractors shall):

10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;

10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service

("Shortfall"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

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

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

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.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees;

"NHSPS Eligible Employees" each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or

(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of

their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

"NHSPS"

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears"

any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

"NHS Pension Scheme Regulations"

as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

"NHS Premature Retirement Rights"

rights to which any Fair Deal Employee (had they remained in the employment of the Buyer,

an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision

"Pension Benefits"

which replaces, amends, extends or consolidates the same from time to time;

any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

"Retirement Benefits Scheme"

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.

2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the buyer do if the Supplier breaches its pension obligations

5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter.

5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.

5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

6.1.2 access to a Broadly Comparable pension scheme, the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly

Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature

Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-Contractors

8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

[Guidance: Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval

for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer

of employment would have
been entitled to be or become
a member of, the LGPS or of

a scheme Broadly
Comparable to the LGPS;
and

"LGPS Regulations" the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.

2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS

Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

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

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

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

1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period), it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

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

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

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

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 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):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits

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

1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;

1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement 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 Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or reengage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of

any person engaged or employed by the Supplier or any 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 Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer

Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person; and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

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

2.8 If at any point the Replacement Supplier and/or Replacement Sub-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.

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

2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

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

Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- 2.3.1 identifying the emergence of relevant new and evolving applications, processes, technologies, trends and directions (which shall be known as "**Innovation**") which the Supplier are developing or is otherwise aware of that could reasonably be expected to have an impact on the Buyer's operations, or material aspects of the Service;
- 2.3.2 identifying opportunities to implement these new applications, processes and technologies advantageous to the needs of the Buyer;
- 2.3.3 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);
- 2.3.4 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
- 2.3.5 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100)

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

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

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

2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 At any time during the Contract Period of the Order 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.

Order Schedule 4 (Order Tender) for Conversational Platform ITT_5865Supplier Responses below and embedded



Omila_RFP_Conversa
tionalPlatform_v1.0_O

[3] PASS/FAIL QUESTIONNAIRE			
Please Note: The following question[s] is a Pass / Fail question, therefore if a Potential Provider cannot or is unwilling to answer 'Yes', their Tender will be deemed noncompliant and they will be unable to be considered for this			
3.1	The Supplier shall confirm that product can converse with customers in a natural way, as if they were conversing with a live person, and that this functionality is included in the response. Yes/No Please include how in response	Yes	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

	how you will meet this criterion			

3.2	<p>The Supplier shall confirm that product provides a self-service capability where the business and customer needs are met? Yes/No</p> <p>Can you specify where your product has been used to enhance self service capability.</p>	Yes	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
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3.3	<p>The Supplier shall confirm that product can identify and handle interactions from all business units and interact with the customer accordingly, and that this functionality is included in the response.</p> <p>Yes / No</p> <p>Currently BU(Business Unit)identification is via DNIS (Dial Number Identification Service) please specify any other means your product has used to identify customers via multiple business units.</p>	Yes	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

3.4	<p>The Supplier shall confirm that product is can integrate to a source of interaction history to enable it to handle the customer accordingly.</p> <p>Yes / No</p> <p>Please specify how you will meet this.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3.5	<p>The Supplier shall confirm that product must be capable of handling interactions from multiple</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	<p>channels, for example but not limited to:</p> <ul style="list-style-type: none"> • Voice • WebChat <p>Yes/ No</p>			
3.6	<p>The Supplier shall confirm that product supports speech recognition of UK English.</p> <p>Yes/No, plus detail.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

3.7	<p>The Supplier shall confirm that product supports intent recognition.</p> <p>Yes/ No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
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3.8	<p>The Supplier shall confirm that product supports natural language conversational recognition and response.</p> <p>Yes/No</p>	Yes	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
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3.9	<p>The Supplier shall confirm that product supports Chat Bot (AI) capability and enable human like conversations.</p> <p>Yes/No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

3.10	<p>The Supplier shall confirm that product must enable ease of development in-house.</p> <p>Yes/No.</p> <p>Also, demonstrate how this has been met previously and the tools and skill set required.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

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3.11	<p>The Supplier shall confirm that product supports re-usable applications (minimal re-work for business units) so that an application developed for one business unit can be re-used for another.</p> <p>Yes/No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3.12	<p>The Supplier shall confirm that product must support on</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	<p>premise deployment. Can you confirm your product meets this requirement? DWP preference is for on premise deployment.</p> <p>Yes/No, plus supporting detail.</p>			

3.13	<p>The Supplier shall confirm that product supports security of personal data and data sovereignty. Can you confirm you meet the requirement and how?</p> <p>Yes / No, plus supporting detail.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3.14	<p>The Supplier shall confirm that product can be integrated into contact</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	<p>centre technologies.</p> <p>Yes/No. Outline the contact centre components required for integration, what DWP need to supply and anything that could cause the risk of re-work.</p>			

3.15	<p>The product must be reliable and resilient e.g. when one part of the solution falls over, the complete solution does not fall over.</p> <p>Yes/No</p> <p>Please include in your high-level design how this is achieved</p>	Yes		<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

3.16	<p>The product must be reproducible i.e. it does not have to be re-written from the start each time and re-usable approaches can be formulated.</p> <p>Yes/No - Provide case studies to support this.</p>	Yes		<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

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3.17	<p>The Supplier shall confirm that the product support operational reporting and the provision of management information, for example, but not limited to:</p> <ul style="list-style-type: none">• Call Volume• Exit Point on• Recognition Rate• Key Words or Word Cloud	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	<ul style="list-style-type: none">• Tuning Requirements <p>Yes/No</p> <p>Please specify how you will meet this requirement.</p>			
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3.18	<p>The Supplier shall confirm that the product can interface with open standard third-party real time and historical reporting tool(s). Can you confirm your product meets the requirement?</p> <ul style="list-style-type: none"> • GCXI • Micro Strategy • Info Mart <p>Yes/ No</p> <p>Add supporting detail as required.</p>	Yes	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3.19	<p>The Supplier shall confirm that the product route to live will be within the Department's control. The Supplier shall confirm that the product meets this.</p> <p>Yes/ No</p> <p>Detail below.</p>	Yes	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	'Route to Live': the speed, efficiency and effectiveness with which a change or Release is made live.			
3.20	The Supplier shall confirm that the product must be capable of supporting various voice ingress methods, this shall include methods such as PSTN, mobile, SIP, WebRTC, vXML/ASR(GVP), IVR all with varying and adaptive	Yes		<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

	<p>CODECs. The supplier shall list all supported ingress methods and a full list of supported CODECs.</p> <p>Yes/No</p> <p>Can you confirm how the product meets this requirement?</p>			
3.21	<p>The Supplier shall confirm that the product does not store or process any data outside of UK borders. If it does please specify the extent to which this occurs and confirm the location(s).</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	Yes/No			
3.22	<p>The Supplier shall confirm that support and maintenance staff based off-shore must not be storing data or have direct access to DWP data.</p> <p>Yes/No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3.23	<p>The Supplier shall confirm that the product being proposed supports voice biometric capability to authenticate regardless of language or accent (passive or active)</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	Yes/No			
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3.24	<p>The Supplier shall confirm that the product can integrate with Genesys, open standards and identity verification technology.</p> <p>Yes / No</p> <p>Please detail how your product meets this requirement and any known interoperability issues.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard. Genesys integration</i></p>

3.25	<p>Do you have real-time and historical reporting available?</p> <p>Also describe the detail of all the reporting capability within the solution.</p>	Yes	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	Yes/No, plus detail.		
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3.26	<p>The Supplier shall confirm that the product will have the ability to integrate into CICD Pipelines tools e.g. GitLab, Ansible.(or similar). Can you confirm your product meets the requirement?</p> <p>Yes / No</p>	Yes	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3.27	<p>The Supplier shall confirm that the product has a proven success record with clients.</p> <p>Yes/No</p> <p>Demonstrate the learning you have from implementation and use of the services. Please detail</p>	Yes	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	at least 3- 5 clients where you have successfully implemented these products outlining the top 3 success criteria.		
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3.28	<p>The Supplier shall confirm that the product will enable tuning in both real time and with human intervention with minimum skill base requirements. The respondent is requested to specify the frequency of this requirement.</p> <p>Yes/No</p>	Yes	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

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3.29	<p>The Supplier shall confirm that the product has open APIs to allow in-house development. Can you confirm you meet this requirement?</p> <p>Yes/No, plus explain how this has been met previously and the tools and skill-set that are required.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

3. 30	<p>The Supplier shall confirm that the product must support reusable applications (minimal re-work for business units). Can you confirm your product meets this requirement?</p> <p>Yes/No, plus provide supporting detail.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

3. 31	The Supplier shall confirm that the product must follow National Institute of Standards and Technology (NIST) standards (for example FIPS 140-2, SP 800-175B, SP 80067.) These are for the coverage of personally identifiable	Yes		<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

	<p>information wherever stored including temporary in-memory storage, in transit and at rest.</p> <p>Yes/No. Can you confirm you meet the requirement and how?</p>			
3.32	<p>The Supplier must confirm that their product is scalable. This shall include (but not be limited to) application performance, storage space, integration, queue and messaging components. Also refer to the volumes in section 3.2.</p> <p>Yes / No</p> <p>Clearly demonstrate how the product is scalable and include any associated costs within the Pricing Schedule.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

3.3 3	<p>The Supplier shall confirm that the product can support an uptime of 99.9% for passing of voice i.e. this means that the product being proposed must not block voice calls even if the product is offline.</p> <p>Yes/No.</p> <p>Please include in your High-level design how this is achieved</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

3. 34	<p>The Supplier shall confirm that the product will support geographic redundancy i.e. it can be installed in 2 data centres separated by geographic distance.</p> <p>Yes/No</p>	Yes		<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>
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3. 35	<p>The Supplier shall confirm that the product will support an uptime of 97.5%.</p> <p>Yes / No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3. 36	<p>The product must have an associated service support model with defined incident and problem resolution SLAs, as per Order Schedule 14 (Service Levels).</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

	Yes/No			
3. 37	<p>The Supplier shall confirm that the product will be compliant with GDPR specifically and any other DWP policies and standards. DWP Security Standards are available on the gov.uk website.</p> <p>https://www.gov.uk/government/publications/dwpprocurement-security-policies-and-standards</p> <p>Yes/No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

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3.38	<p>The Supplier shall confirm that product will be provided with a DWP standard Parental Company Guarantee, a copy of which is included in this pack.</p> <p>Yes /No</p>	Yes		<i>Omilia fully meets the requirement.</i>
3.39	<p>The Supplier shall confirm that the product will be contracted for via the Automation Marketplace Dynamic Purchasing System (DPS) framework using standard T&Cs, which can be found at the following link.</p> <p>https://www.crowncommercial.gov.uk/agreements/RM6173</p>	Yes		<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

3.40	<p>The Supplier shall confirm that the product will not introduce “call latency”.</p> <p>Yes/No</p>	Yes		<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

3.41	<p>The Supplier shall confirm that the product will have the ability to tune, support and maintain the Conversational Platform solution without requiring remote access and ensuring sensitive personal and commercial information is protected.</p> <p>Yes/No. Advise how you will meet this requirement.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
3.42	<p>The Supplier shall confirm that the product must be able to support accessibility tools i.e. Dragon, JAWS.</p> <p>Yes / No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

3.43	<p>The Supplier shall confirm that the solution will comply with 'The Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018'?</p> <p>(The 'common standards' DWP requires applications to meet are the Web Content Accessibility Guidelines (WCAG) version 2.1 to AA standard.)</p> <p>Yes/No. Also describe how it will.</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

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3.44	<p>The Supplier shall supply a fully integrated solution to enable business strategies and associated Management Information, please stipulate how you will deliver this, minimising the potential of:</p> <ul style="list-style-type: none"> • Unauthorised disclosure of customer information. • Fines up to the limits under GDPR, whilst obtaining and maintaining compliance to GDPR. • Internal/ external fraud opportunities. • Reputational damage to the Department. • Minimise non-compliance with GPG and NCSC guidance <p>Yes/No</p>	Yes		<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

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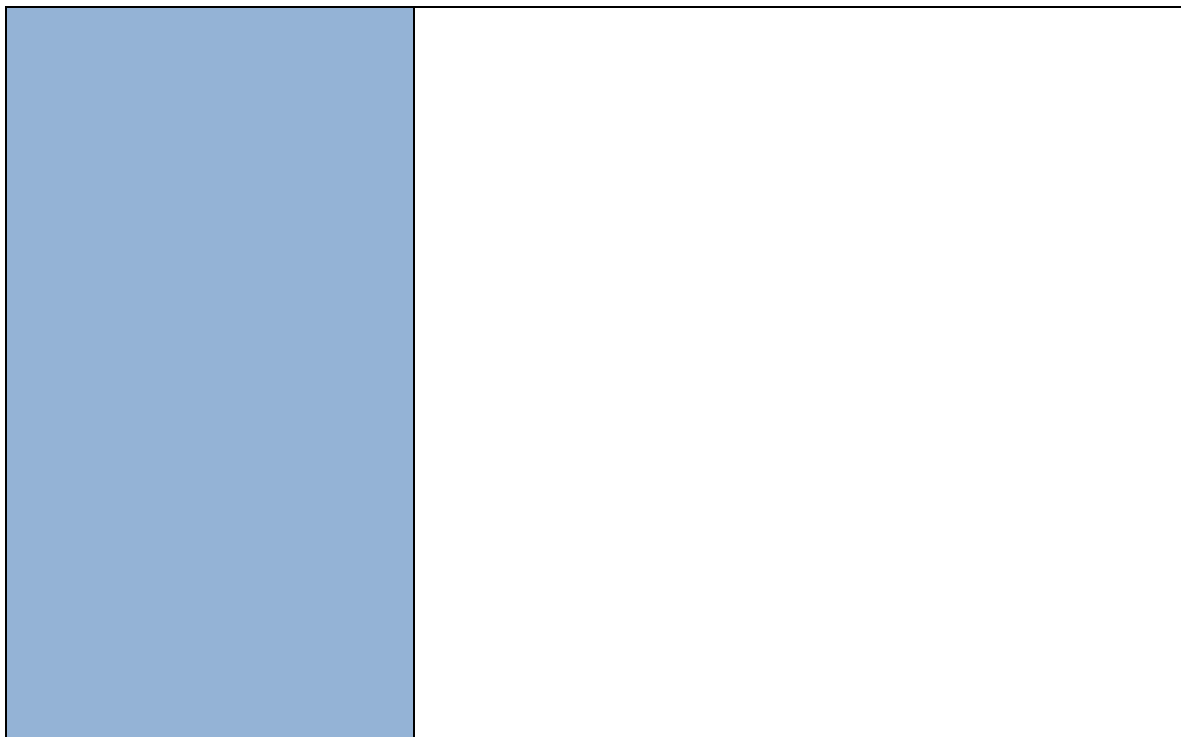
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3.45	<p>The Supplier shall confirm completion of the Information Security Questionnaire as part of the RFP submission (even if previously submitted as part of the RFI).</p> <p>Yes/No</p>	Yes		<i>Omilia can fully meet the requirement</i>

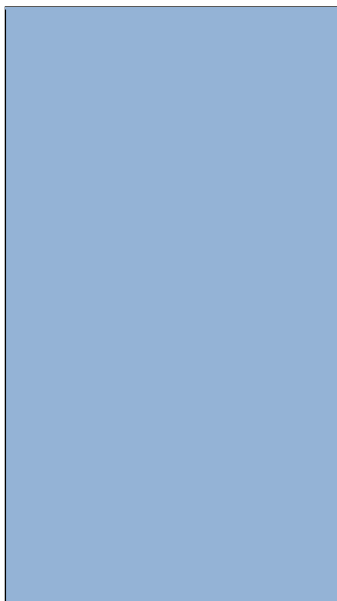
[4] QUALITY QUESTIONNAIRE –		Response
Guidance:		
Please describe your capability meet the requirements and		

responses to the questions outlined below along with whether you would be working with any partners to fulfil the requirement or could fully fulfil yourself.	
Question:	
Real time and historical reporting can be integrated with existing reporting tools, for example Pulse and Genesys Customer Experience Insights.	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>
Please specify to what extent your product supports speech recognition of Welsh. Detail your approach, costs and timelines to support this capability.	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

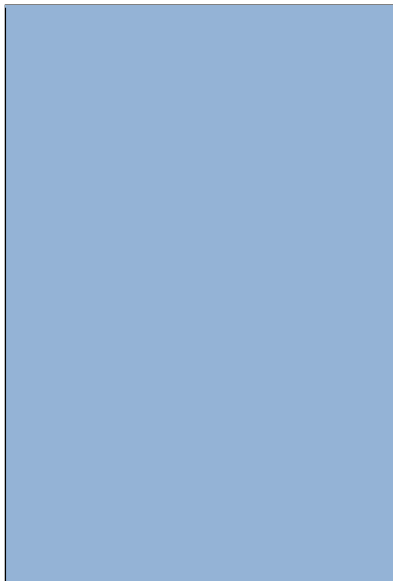
<p>Please specify your success of language and dialects success of English i.e. based on your previous implementations what level of success can you demonstrate for the use of English in the UK: % recognition in a conversational self-service environment.</p> <p>Where there are additional charges / timescales to implement English packs of different dialects/accents, please do outline in your response.</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>



<p>Please specify how your product could help reduce current DWP AHT making reference to any previous client case studies</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
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<p>Provide case study references of similar engagements you have undertaken.</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
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<p>Easy to use Ability to easily use without extensive training with a friendly user experience e.g. WCAG 2.1. An easy to use friendly user experience is important in ensuring that the technology can be scaled up to wider teams.</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
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<p>Configuration</p> <p>The system must be highly configurable without additional coding or costs – for example providing customisable home screen and layouts, switching on/off functionality, customising processes, workflows, creation of additional fields, using DWP terminology instead of supplier terminology</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

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<p>Business Continuity Appropriate business continuity and disaster recovery practices should be in place as standard including daily backups, data mirroring, transparent failover etc.</p> <p>Any Business Continuity planning should ensure that backup and similar</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

<p>contingency practices will allow the DWP to restore to the same point that it was in the point of the system not being</p>	
<p>operational. Any data backups made by the supplier should also be sent to DWP.</p>	

Performance

The Supplier shall ensure that all application / system / service components are performant. This includes (but not limited to) the user interface, data processing and storage, middleware service components, APIs, batch, messaging, queues etc.

The Suppliers response shall include (but is not be limited to) the following:

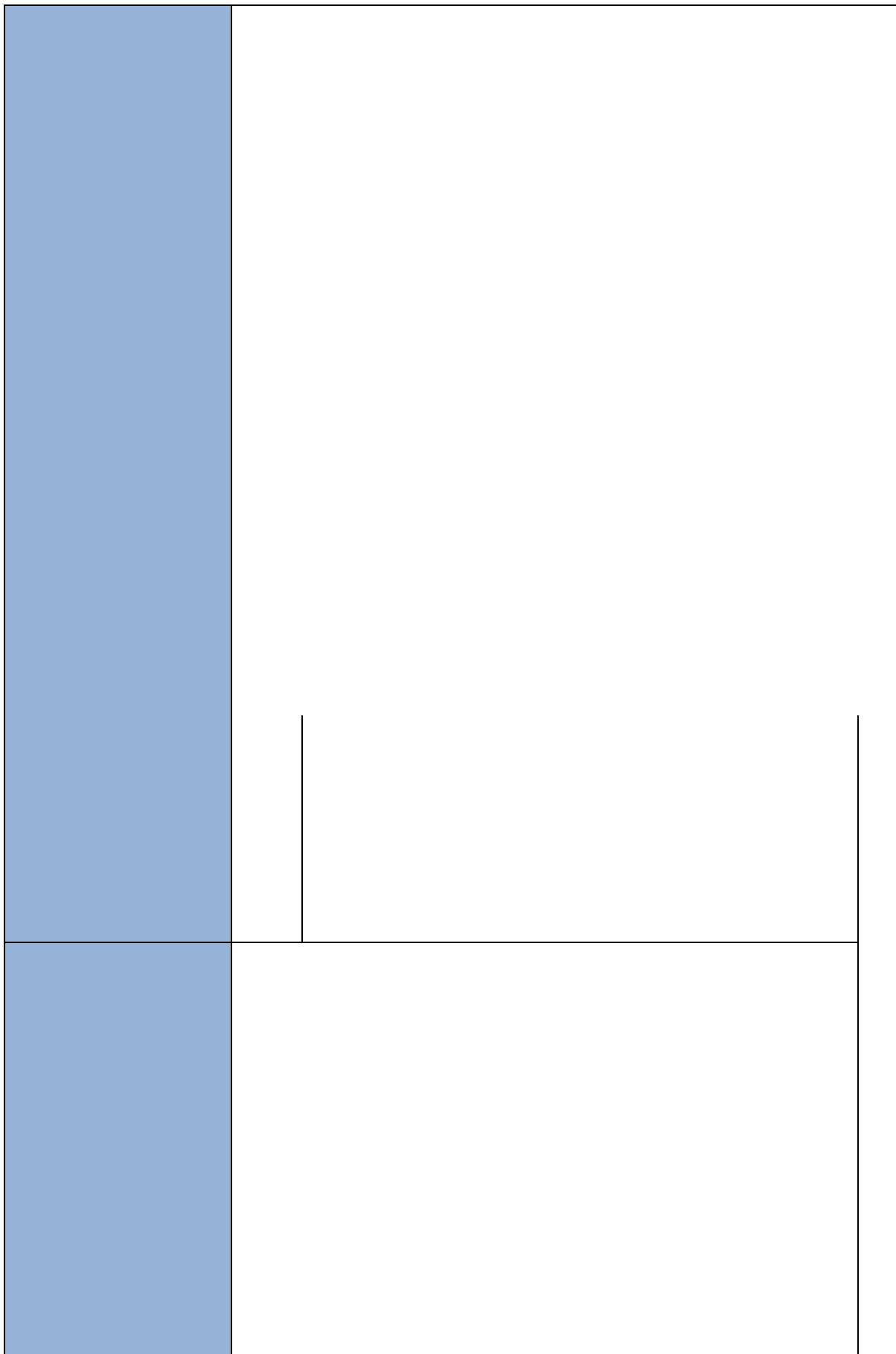
- Provide examples and evidence of system performance including (but not limited to) load, stress, performance and robustness testing evidence.
- Indicate any limiting factors that could cause latency issues in the solution that are outside of the supplier's control.
- How the component(s) design mitigates poor response times (e.g. data caching)

Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.

<p>Data Transfer</p> <p>The supplier must take reasonable steps to ensure that data and customised application components can be easily transferred to an alternative platform.</p>	
<p>Implementation Support</p> <p>The Supplier shall provide a dedicated team of flexible and appropriately qualified staff who are able to support DWP in the implementation of the system and the training of DWP staff (at supplier expense).</p> <p>The supplier shall ensure that any defined timescales required for implementation of the system are supported. Supplier staff should be familiar with the DWP</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

organisational and
Architecture models.

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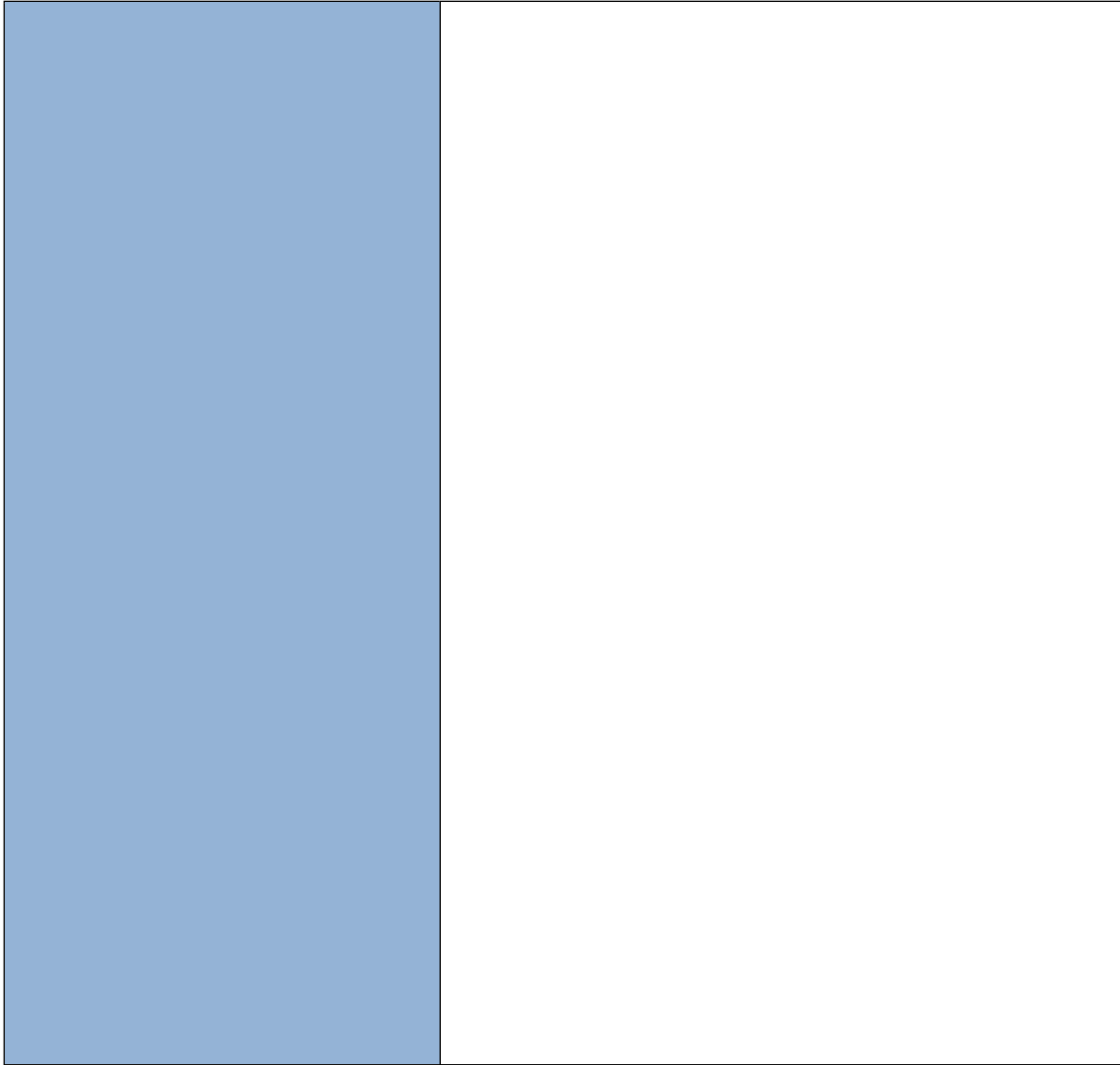


Service and Training Support The Supplier shall provide a dedicated team of flexible and appropriately qualified staff who	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

are able to support DWP.	
<p>Supplier staff should be familiar with the DWP organisational and Architecture models and service updates should be provided as appropriate.</p> <p>All contact channels (phone, email, web chat) to be available from 8am until 10pm every day (excluding Christmas Day) and outside these hours where software deployments or changes to the platform are taking place.</p> <p>Supplier to provide updates to training products as and when required.</p>	

<p>Testing</p> <p>The system must be fully tested prior to implementation (including initial configurations bespoke to a department if applicable).</p> <p>Ability to have & test in a Sandbox and pre-production environment.</p> <p>The Supplier's response shall include (but is not be limited to) the following:</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as</i></p>
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Approach to testing, including Systems
Integration Testing,
Load and Performance Testing,
Regression Testing, User Acceptance
Testing, Operational Acceptance Testing,
Security & Penetration Testing.



<p>Change Release Updates</p> <p>DWP should be provided with 20 working days' notice for system change release updates.</p> <p>DWP should be provided with 1 working day notice for urgent mandatory system patch updates</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
<p>Commercially viable</p> <p>The product provided needs to be commercially viable and measurable against business value i.e. how use of capabilities has resulted in for example client efficiencies, better user experience, cost savings, AHT reductions (these are an example and please feel free to share more).</p> <p>Please detail examples below.</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

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The product fits the businesses' future strategy and customer Omni-channel experience.

Please confirm and detail.

Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.

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Please specify and describe your recommended licencing model for this solution.

Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.

Where are the solution boundaries between DWP and your services and what other dependencies do you have on DWP?	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

<p>Are any appliances involved in your solution?</p> <p>If so, please outline and describe.</p>	
<p>What is your deployment model (e.g. hosted, cloud, on premise) and any dependencies that you will have on DWP to achieve this? Any associated costs should be reflected within the commercial workbook.</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
<p>Provide information on the capability offered as part of functional, regression and monitoring testing of inbound and outbound telephony.</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>

Provide details of any auto discovery tools you have and any automated capability to generate test scripts.	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

Do you work with JIRA including XRAY or TM4J add-ons, ALM or any other Test Management application? What system configuration is needed to execute test cases from the Test Management application and record results?

Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.

Do you provide self-service access to a dashboard with userbased roles?	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>	

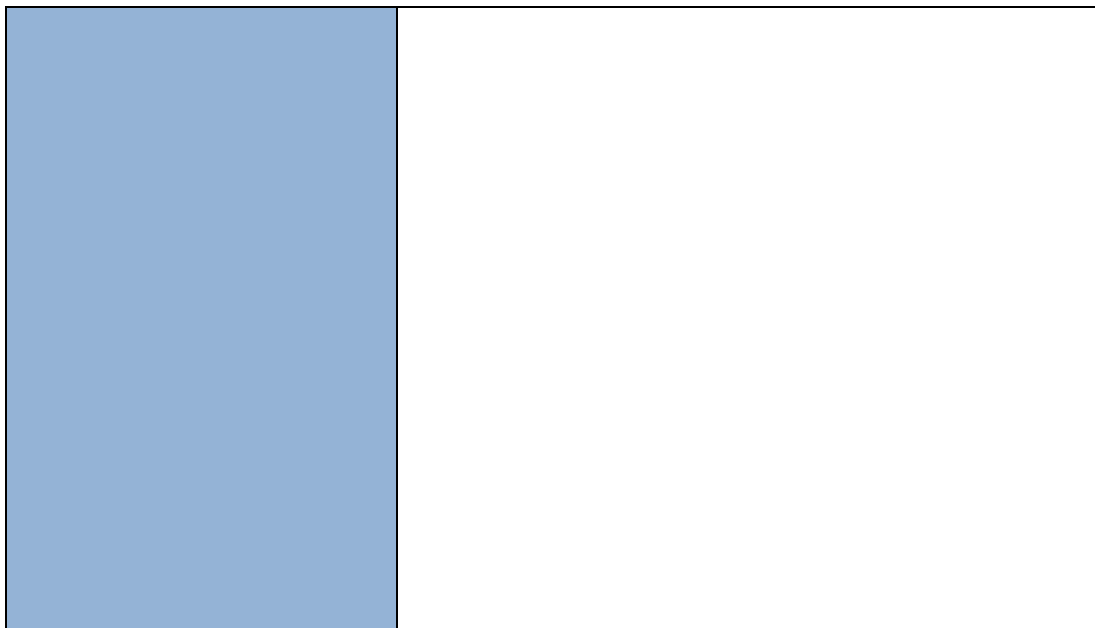
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What reporting capability is available as standard?	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

Describe your capability to emulate agents within a contact centre application environment i.e. Genesys, to launch the application and monitor application response times.	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

	.
What level of end-to-end testing do you support?	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>
Please provide a summary of your In-Live monitoring capabilities	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>



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Please confirm from what locations data will be stored and/or processed as part of your solution.	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>

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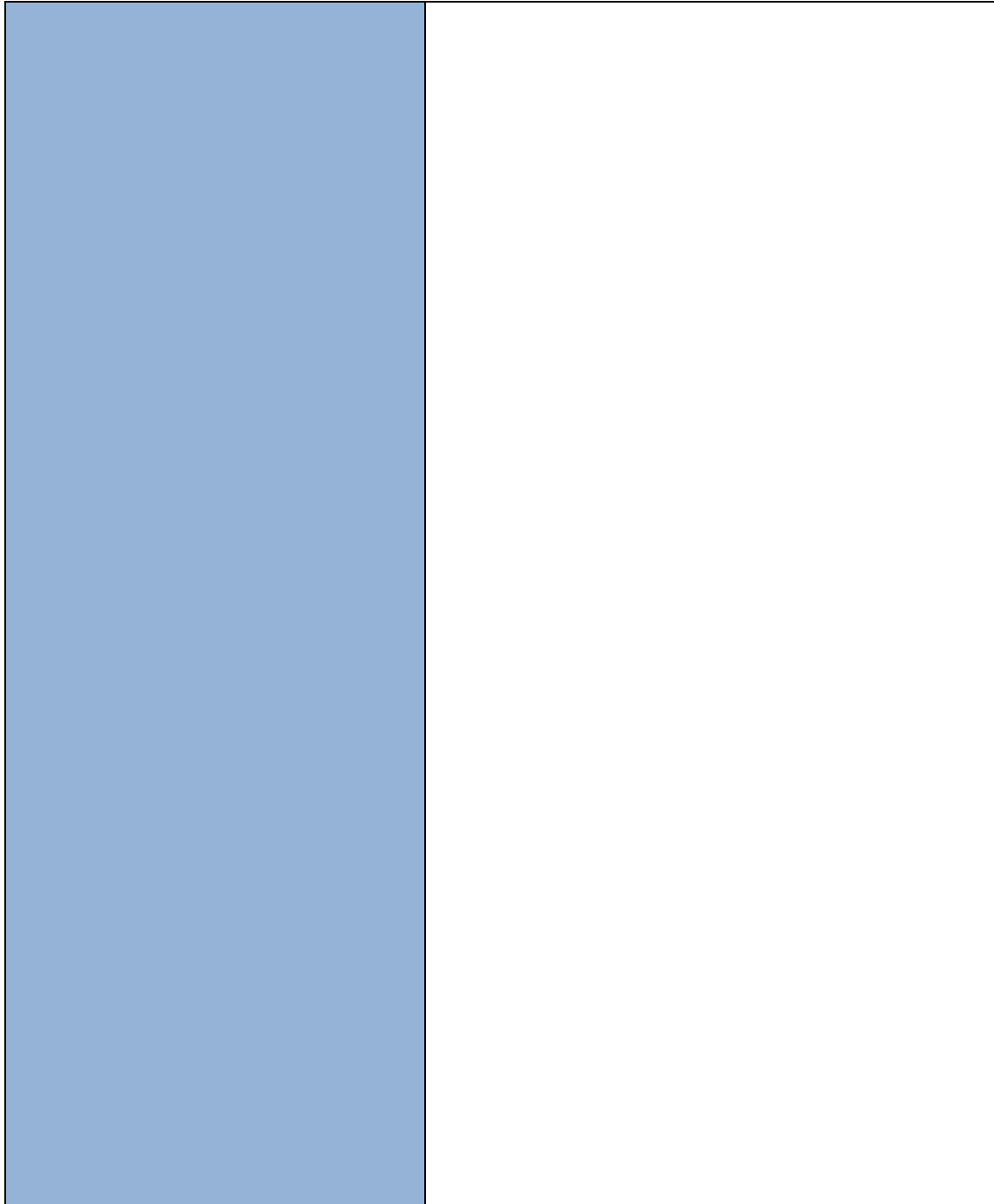
<p>Explain your licencing models (e.g. consumption, subscription, perpetual) and detail what functionality is included as standard and what is optional.</p> <p>Please note that DWP preference is for a perpetual licencing model.</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
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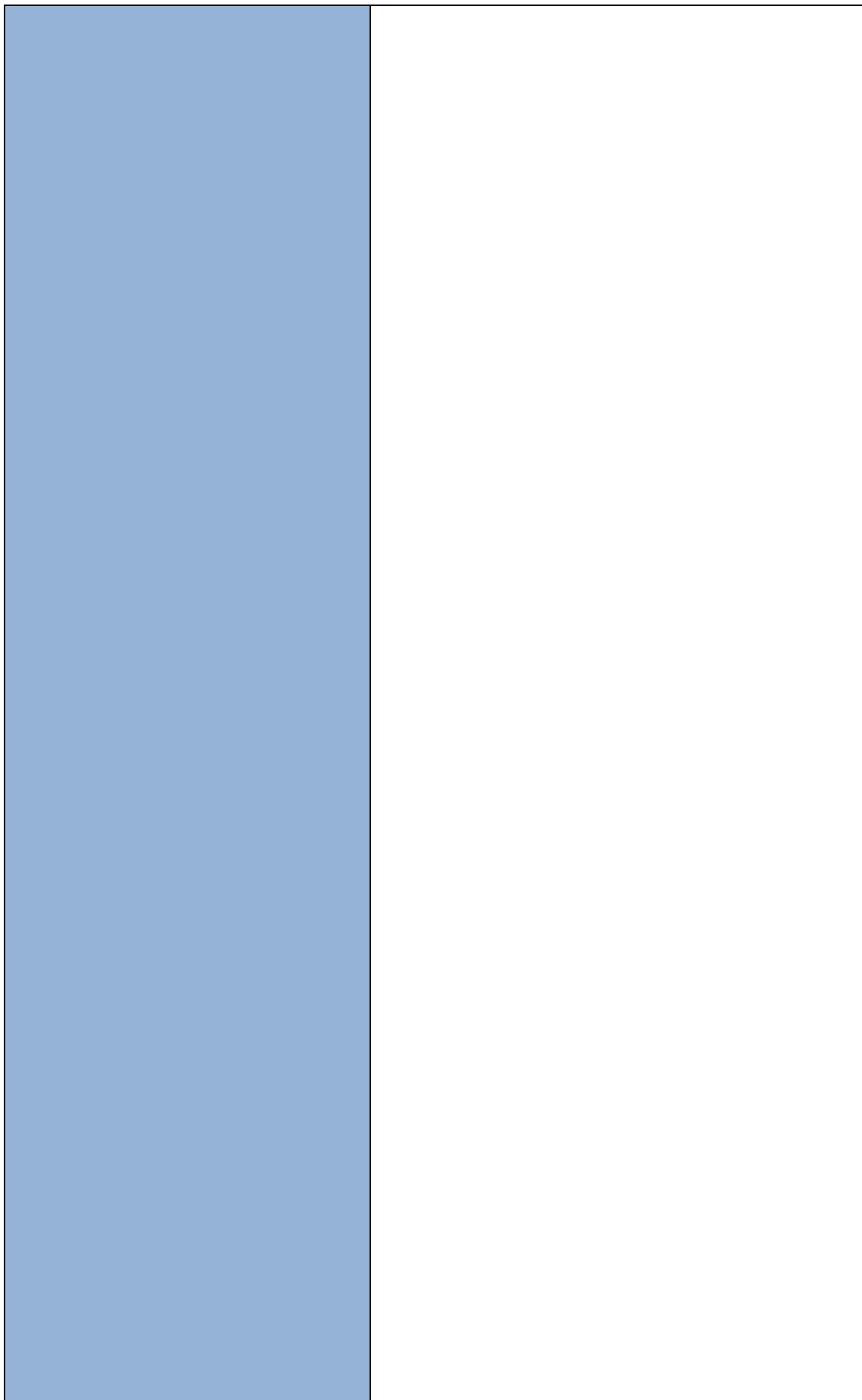


Please note that any future agreement would be required to adhere to DWP/Crown Commercial Services framework terms and conditions as appropriate.	<i>Omilia can fully meet the requirement</i>

Please confirm willingness and extent to which you can provide training and knowledge transfer of your product.

Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.





The product must support secure protocols e.g. https, SIPS, SRTP or show on your road map as to when it will. Please provide the relevant information.	<i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i>
Provide strategic product(s) roadmap(s) detailing features atleast 12 months in advance, calling out any planned major upgrades and their timing.	<i>Omilia fully meets the requirement.</i>

What alarming and alerting is available to notify of system faults, errors and exceptions e.g. SNMP; BMC Patrol?

Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.

<p>How does your system integrate with fault management platforms e.g. ServiceNow?</p>	<p><i>Omilia fully meets and exceeds the requirements, on our own, out of the box, and provides additional value as standard.</i></p>
<p>Within your architectural solution please explain any hardware or software that will need to be supplied by DWP to integrate with your solution. This means any component required to make the system function within the Authority.</p>	<p><i>Omilia can fully meet the requirement with a value-add offering.</i></p>

Order Schedule 5 (Pricing Details)

1. Order Contract Charges

- 1.1 The Charges shall be calculated in accordance with the terms of the Order Contract and in particular in accordance with the terms of the Order Form and this Order Schedule 5;
- 1.2 Day rate-based Charges shall be calculated on the basis of Professional Working Days worked by Supplier Staff in the relevant roles. A Professional Working Day is considered a Working Day of no fixed length and being as long as to permit all scheduled work to be completed. Usually an eight (8) hour day unless agreed otherwise, but it means that the Supplier will not be paid overtime if it is longer than eight (8) hours.
- 1.3 Any variation to the Charges payable under this Order Contract must be agreed between the Supplier and the Buyer and implemented using the procedure at Paragraph 3 below.

2. When the Supplier will be reimbursed for travel and subsistence

- 2.1 Expenses shall only be recoverable where:
 - 2.1.1 a day rate-based charging mechanism is used; and
 - 2.1.2 the Order Form states that recovery is permitted; and
 - 2.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 2.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

3. When Order Contract Charges may change

- 3.1 The Charges will be fixed for the first three (3) years following the Order Contract Start Date (the date of expiry of such period is a "Review Date").
- 3.2 After this the Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").
- 3.3 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 3.4 Any notice requesting an increase shall include:
 - 3.4.1 a list of the Charges to be reviewed;

- 3.4.2 for each Charge under review, written evidence of the justification for the requested increase including:
 - 3.4.3 a breakdown of the profit and cost components that comprise the relevant element of the Charges;
 - 3.4.4 details of the movement in the different identified cost components of the relevant Charges;
 - 3.4.5 reasons for the movement in the different identified cost components of the relevant Charges;]
 - 3.4.6 a breakdown of the cost and profit elements that comprise the relevant pricing of the affected Role(s);
 - 3.4.7 evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - 3.4.8 evidence that the Supplier's profit component of the relevant element of the Charges is no greater than that applying to that element of the Charges as at the Order Contract Start Date.
- 3.5 The Buyer shall consider each recommendation for an increase in Charges. The Buyer may grant approval to an increase at its sole discretion.
- 3.6 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and the Charges shall be updated accordingly.

4. Other events that may result in a change to the Charges

- 4.1 The DPS Order Charges can also be varied due to:
- 4.1.1 a Specific Change in Law in accordance with Clause 24;
 - 4.1.2 a review in accordance with insurance requirements in Clause 13;
 - 4.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;
 - 4.1.4 a benchmarking review in accordance with Order Schedule 16 (Benchmarking)

Order Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	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;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	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;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms as stated in Order Schedule 4
"Defect"	any of the following: <ul style="list-style-type: none"> a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or 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 Order Contract; or 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

"Emergency Software Releases"

the relevant Deliverable from passing any Test required under this Contract;
ad hoc and unplanned Software Releases provided by the Supplier where either Party reasonably suspects that the ICT Environment, or any part of the ICT Environment, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

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

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

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;

"New Release"

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

"Open Source Software"

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; as

defined in the controlled
document "DWP Software
List" dated 01/12/2021

"Operating Environment"

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;

has the meaning given to it in paragraph 8.2 of this Schedule;

"Quality Plans"

has the meaning given to it in paragraph 6.1 of this Schedule;

"Sites"

has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Order Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

"Software"

Specially Written Software, COTS Software and non-COTS Supplier and third party Software;

"Software Supporting Materials"

has the meaning given to it in paragraph 9.1 of this Schedule;

"Source Code"

computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

"Specially Written Software"

any software (including database software, linking instructions, test scripts,

compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any

modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment,

configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2. When this Schedule should be used

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

3. Buyer due diligence requirements

3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2. The Supplier confirms that it has advised the Buyer in writing of:

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the 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.

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 Order 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 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 Order 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.

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 the Buyers' planned maintenance of the Software to the Buyers' ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Software Releases .

8.4. The Supplier shall provide any necessary Software Releases where it reasonably suspects that the ICT Environment has or may have developed a fault. Any such Software Release shall be delivered 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 in ICT

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 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. 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, royaltyfree 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.

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.

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

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.

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 sublicences 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).

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 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.

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 Government Data (whilst the Government Data was under the control of the Buyer).

Supplier-Furnished Terms

10.1. Software Licence Terms

10.1.1. Terms for licencing of non-COTS third party software in accordance with paragraph 9.2.3 are detailed in Order Schedule 22

10.1.2. Terms for the licencing of COTS software in accordance with paragraph 9.3 are detailed in Order Schedule 22

Order Schedule 7 (Key Supplier Staff)

Application of Key Supplier Staff on the Start date, for the purposes of this Call-Off Contract both Parties have agreed this Call-Off Contract on the basis that there are no recognised Key Supplier Staff applicable.

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or longterm sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

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

Annex 1- Key Roles

[illegible]

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	1 has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	2 has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	3 the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	4 has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	5 the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
	6
"Related Supplier"	7 any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	8 has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	9 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 DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

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

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

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

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

- (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
- (d) a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

3.2.4 it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators 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 with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later

of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within 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; 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.

Order Schedule 9 (Security)

Part B: Long Form Security Requirements

The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Buyer's security requirements as set out in the Contract, which include the requirements set out in this Order Schedule 9 (the "Buyer's Security Requirements"). The Buyer's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Buyer Assets, the Buyer's Systems Environment and the Supplier's Systems Environment.

1. Definitions

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

"Availability Test"	means the activities performed by the Contractor to confirm the availability of any or all components of any relevant ICT system as specified by the Buyer.
"Buyer Personnel"	
"Breach of Security"	

1 means all persons employed by the Authority including directors, officers, employees together with the Authority's servants, agents, consultants, contractors and suppliers but excluding the Contractor and any Sub-contractor (as applicable).

2 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,

“CHECK”

means the scheme for authorised penetration tests which is managed by the NCSC.

“Cloud”

means an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.

3 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;

“Cyber Security Information Sharing Partnership” or “CiSP”

means the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

“Good Security Practice”: means

a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);

b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and

c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

“Information Security”:

a) the protection and preservation of:

- i) the confidentiality, integrity and availability of any

Authority Assets, the Buyer's Systems Environment (or any part thereof) and the Supplier's Systems Environment (or any part thereof);

ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and

b) compliance with all Law applicable to the processing, transmission, storage and disposal of the Buyer's Assets.

"ISMS" 6 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;

"Information Security Questionnaire" means the Buyer's set of questions used to audit and on an ongoing basis assure the Supplier's compliance with the Buyer's Security Requirements.

"Information Security Risk" means any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

"ISAE 3402" means the International Standard on Assurance Engagements No. 3402 (ISAE) as most recently published by the International Auditing and Assurance Standards Board or its successor entity ("IAASB") or the relevant successor or replacement standard which is formally recommended by the IAASB.

"ISO/IEC 27001, ISO/IEC 27002 and ISO 22301": means

- a) ISO/IEC 27001;
- b) ISO/IEC 27002/IEC; and
- c) ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the "ISO") or the relevant successor or replacement information security standard which is formally recommended by the ISO.

"NCSC" means the National Cyber Security Centre or its successor entity (where applicable).

"Penetration Test" means a simulated attack on any Buyer Assets, the Buyer's Systems Environment (or any part thereof) or the Supplier's Systems Environment (or any part thereof).

“PCI DSS” means the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).

“Risk Profile” means a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.

"Security Tests" tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

“SSAE 16” means the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity (“AICPA”) or the relevant successor or replacement standard which is formally recommended by the AICPA.

“Tigerscheme” means a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.

“Vulnerability Scan” means an ongoing activity to identify any potential vulnerability in any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).

2. Principles of Security

2.1 The Supplier shall at all times comply with the Buyer's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

2.2 The Parties agree that there is no requirement for PCI-DSS compliance under this Contract.

3. ISO/IEC 27001 Certification

3.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the "ISO Certificate") in relation to the Services during the Contract Period. The ISO Certificate shall be provided by the Supplier to the Buyer on the dates as agreed by the Parties.

3.2 The Supplier shall notify the Buyer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Buyer or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the Contract Period after the first date on which the Contractor was required to provide the ISO Certificate in accordance with Paragraph 3.1 (regardless of whether such failure is capable of remedy) shall constitute a material Default entitling the Buyer to exercise its rights under clause F5.2A.

4. Security Requirements

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

4.2 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.

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

2.3.1 **Matthew Burton**

2.3.2 **Andy Cunnington**

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 any information security risks that directly impact the Deliverables 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. For the avoidance of doubt, any Supplier information security risks that do not directly impact the Deliverables, will remain the Supplier's responsibility only and will not be shared with the Buyer.

2.9 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "**Information Security Questionnaire**") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.

2.10 The Buyer shall schedule regular security governance review meetings which the Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

5. Information Security Management System (ISMS)

5.1 The Supplier shall develop and submit to the Buyer, within ten (10) 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.

5.2 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.

5.3 The Buyer acknowledges that;

- 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
- 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

- 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of

the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.3 at all times provide a level of security which:

- (a) is in accordance with the Law and this Contract;
- (b) complies with the Baseline Security Requirements;
- (c) as a minimum demonstrates Good Industry Practice;
- (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure <https://www.cpni.gov.uk/>
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
- (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.4 a scope statement (which covers all of the Deliverables provided under this Contract);

3.4.5 a statement of applicability; and

3.4.6 document the security incident management processes and incident response plans;

3.4.7 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

3.4.8 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 3.3 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 3.3, 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 3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten

(10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.6 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

3.9 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.

3.10 The Security Management Plan shall:

3.10.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

3.10.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;

3.10.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

3.10.4 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;

- 3.10.5 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;
 - 3.10.6 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);
 - 3.10.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 3.10.8 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;
 - 3.10.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 3.10.10 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
 - 3.10.11 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.
- 3.11 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.

- 3.12 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.

4. Amendment of the ISMS and Security Management Plan

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

- 4.1.1 emerging changes in Good Industry Practice;
- 4.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 4.1.3 any new perceived or changed security threats;
- 4.1.4 where required in accordance with paragraph 3.4.3 d any changes to the Security Policy
- 4.1.5 any new perceived or changed security threats; and
- 4.1.6 any reasonable change in requirement requested by the Buyer.

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

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

5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The 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.
- 6.2 Where any Security Test carried out pursuant to Paragraph 6.2 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.3 The Buyer, or an agent appointed by it, may, at its own expense, undertake Security Tests (including Penetration Tests) in respect of the Supplier's Systems Environment after providing advance notice to the Supplier. The Buyer may notify the Supplier of the results of such Security Tests after completion of each such Security Test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the SLA's or KPIs, the Supplier shall be granted relief against any resultant under-performance. If any Security Test identifies any non-compliance with the Buyer's Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Buyer at its absolute discretion. The Supplier shall provide all such cooperation and assistance in relation to any Security Test conducted by the Buyer as the Buyer may reasonably require.
- 6.4 If any repeat Security Test carried out pursuant to Paragraph 6.3 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a Default of this Contract.
- 6.5 Where the Supplier provides code development services to the Buyer, the Supplier shall comply with the Buyer's Security Requirements in respect of code development within the Supplier's Systems Environment and the Buyer's Systems Environment.
- 6.6 Where the Supplier provides software development services, the Supplier shall comply with the code development practices specified in the Specification or in the Buyer's Security Requirements.

7. Complying with the ISMS

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

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant

under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

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

9. Vulnerabilities and fixing them

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

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

- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the

Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

10. Risk Management

10.1 The Supplier shall operate and maintain policies and processes for risk management (the Risk Management Policy) during the Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Deliverables and processes to ensure that the Buyer's Security Requirements are met (the Risk Assessment).

10.2 The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the threat landscape or (iii) at the request of the Customer. The Supplier shall notify the Customer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

10.3 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Supplier's own risk management processes regarding the Deliverables.

10.4 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 12. Any failure by the Supplier to comply with any requirement of this paragraph 12 (regardless of whether such failure is capable of remedy), shall constitute a material Default entitling the Buyer to exercise its rights under clause F5.2A.

11. Security Policies and Standards

11.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.

11.2 Notwithstanding the foregoing, the Buyer's Security Requirements applicable to the Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Deliverables. Where any such change constitutes a Variation, any change in the Buyer's Security Requirements resulting from such Variation (if any) shall be agreed by the Parties in accordance with the Variation Procedure. Where any such change constitutes an Operational Change, any change in the Buyer's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.

11.3 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

12. Cyber Security Information Sharing Partnership

12.1 The Supplier shall be a member of the Cyber Security Information Sharing Partnership during the Contract Period. The Supplier shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information

12.2 The Supplier shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier's Risk Management Policy.

Order Schedule 13: (Implementation Plan and Testing)

Order Ref:

ANNEX A – AUTHORITY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

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ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) SS-009 - Hypervisor
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) SS-013 - Firewall Security
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design
- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 – Patching

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

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guidance from the Buyer.

2. End user devices

2.1 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

3.3 The Supplier shall:

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

4. Security by design

4.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level)

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to the design and configuration of IT systems which will process or store Government Data.

- 4.2 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 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).

5. Security of Supplier Staff

- 5.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 5.2 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.
- 5.3 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.
- 5.4 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. 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.

6. Restricting and monitoring access

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

7. Audit

- 7.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual

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compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

- 7.1.1 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.
- 7.1.2 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.
- 7.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 7.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

[to be inserted]

Order Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;

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"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	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;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;

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"Transferable Contracts"

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;

"Transferring Assets" has the meaning given to it in Paragraph 8.2.1 of this Schedule;

"Transferring Contracts" has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

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

2.2 During the Contract Period, the Supplier shall promptly:

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

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 transfer full ownership of any and all licences purchased by the Buyer from the Supplier at the point of successful receipt of such licences by the Buyer from the Supplier

2.3.4 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; and

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2.3.3 ensure that all licences purchased by the Buyer shall be transferable at no cost to enable the Buyer utilise said licences where applicable across contracts held between the parties

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2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

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

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out full details of timescales, activities and roles and responsibilities for:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

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- 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 be justified 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 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier (a "**Knowledge Transfer**");
- 4.3.11 the strategy for export and migration of Buyer data from any relevant Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer;
- 4.3.12 the transfer of New IPR items to the Buyer or a Replacement Supplier
- 4.3.13 any other activities, information or assistance which are reasonably required to ensure continuity of service during the exit period and an orderly transition to 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) 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;
 - (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

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- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of

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responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

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

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of

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the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

8. Assets, Sub-contracts and Software

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

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

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

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

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**"); 8.2.2 which, if any, of:

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

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

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

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

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

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

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

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

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

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

8.7 The Buyer shall:

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

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

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

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

9. No charges

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

10. Dividing the bills

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

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

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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.

ANNEX A - SUPPLIER ASSETS INCLUDING THIRD PARTY SOFTWARE



Copy of Open Source
Software (003).xlsx

Order Schedule 11 (Installation Works)

The Parties agree that all installation works will be performed by the Buyer with the full support and assistance required from the Supplier to ensure that any and all installations have been carried out to maximise the successful deployment of the Software purchased by the Buyer from the Supplier

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, the Installation Works has been completed it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Order Form (or elsewhere in this Contract).

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- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately support the Buyer to rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Buyer has performed the Installation Works to the specification in the Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works where the instructions, support and or guidance from the Supplier has been adhered to by the Buyer.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Installation Works to be carried out.

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Part A - Implementation

1. Definitions

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

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

4

2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan shall be provided to the Buyer within ten (10) days of the Order Start Date. The Supplier shall provide a further draft Implementation Plan within thirty (30) days of the Order 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(s) effectively and as the Buyer may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its

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submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

3. Reviewing and changing the Implementation Plan

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

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Order 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 Order 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

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has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

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

5. What to do if there is a Delay

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

6. Compensation for a Delay

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

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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

7.1.1 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).

8. Implementation Plan

- 8.1.1 The Implementation Period will be subject to Business area by Business area and agreed prior to commencement of Installation Works.
- 8.1.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Order Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Order Start Date as set out in Order Form.
- 8.1.3 In accordance with the Implementation Plan, the Supplier shall:
- 8.1.4 work cooperatively and in partnership with the Buyer, incumbent supplier, and other DPS Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 8.1.5 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;
- 8.1.6 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 8.1.7 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 8.1.8 The Implementation Plan will include detail stating:
- 8.1.9 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
- 8.1.10 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.
- 8.1.11 In addition, the Supplier shall:
- 8.1.12 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;

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8.1.13 mobilise all the Services specified in the Specification within the Order Contract;

8.1.14 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.

8.1.15 manage and report progress against the Implementation Plan;

8.1.16 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;

8.1.17 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and

8.1.18 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

Annex 1: Implementation Plan

The Implementation Plan will be set in accordance with the agreed role out plan is set out below and the Milestones to be Achieved are identified below:

- **Contract Signature**
- **10 working days following contract signature:** Software Delivery Year 1
- **40 working days following Software Delivery:** Software Installation Year 1
- **Contract Signature + 10 working days:** Training Delivery Year 1
- **45 working days following Year 1 Software Delivery:** Load Testing Year 1
- **Contract Signature 1st anniversary:** Additional Software License Delivery Year 2
- **Contract Signature 1st anniversary:** License Installation & Expansion of Platform Year 2
- **Contract Signature 1st anniversary + 10 working days:** Training Delivery Year 2
- **40 working days following Year 2 License Installation & Expansion:** Load Testing Year 2
- **Contract Signature 2nd anniversary + 10 working days:** Training Delivery Year 3
- **40 working days following Contract Signature 2nd anniversary:** Load Testing Year 3

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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):

"Component"	5 any constituent parts of the Deliverables;
"Material Test Issue"	6 a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	7 a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	8 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	9 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	10 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	11 the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	12 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 of this Schedule;
"Test Strategy"	13 a strategy for the conduct of Testing as described further in Paragraph 3 of this Schedule;
"Test Success Criteria"	14 in relation to a Test, the test success criteria for that Test as

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referred to in Paragraph 5 of this Schedule;

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"Test Witness"

15 any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

"Testing Procedures"

16 the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1. The Supplier will not have access to the Buyer technical environment and therefore all reference to Supplier conducting Tests shall be in a support capacity unless otherwise agreed by the Buyer
- 2.2. All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.3. The Supplier shall not submit any Deliverable for Testing:
 - 2.3.1. unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.3.2. until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.3.3. until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.4. 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.
- 2.5. 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;

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3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;

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- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

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

5. Passing Testing

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

6. How Deliverables will be tested

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

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- (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.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
- 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

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- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

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

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
- 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

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- 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

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Deliverables (or the relevant part) to Testing; or
11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues 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

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Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
12.1.1 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

12.2 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.2.1 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

12.2.2 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; and

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] [insert Date dd/mm/yyyy]

From: [insert name of Buyer]

Dear Sirs,

Satisfaction Certificate

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

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

The definitions for any capitalised terms in this certificate are as set out in the Order 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]

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Call-Off Schedule 14 (Service Levels)**1. Introduction**

1.1 Part A of this Order Schedule applies .

2. Definitions

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

“Achieved Service Level”	means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;
“Agreed Service Time”	means the period during which the Supplier ensures the Services are Available to the Buyer and will be GMT;
“Available”	a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;
“Call-Off Contract Year”	means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;
“Critical Service Level Failure”	means; A Critical Service Level Failure will be deemed to have occurred if the Supplier fails more than 3 Incident Resolution Times within three consecutive months. In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.
“Downtime”	means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;
“Greenwich Mean Time (GMT)”	means clock time at the Royal Observatory in Greenwich, London
“Incident”	means an unplanned incident or interruption to the Supplier Software and related support Services,

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	reduction in the quality of the Services or event which could affect the Services in the future;
“Incident Response Time”	The time taken from the point at which the Buyer raises an incident within using the Buyers incident support portal (TechNow) to point at which the supplier responds acknowledging receipt of the logged incident and that all the required information is available.
“Incident Resolution Time”	means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;
Performance Monitoring	Means the Supplier monitoring and reporting of the Incident Response and Incident Resolution activities as defined in this Schedule 14.
“Provisioning”	means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;
“Resolution”	means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;
“Service Credit Cap”	means: (a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year based on the initial contract volumes shall be); and (b) during the remainder of the Call-Off Contract Period, twenty per cent (20%) of the Call-Off Contract Charges specific to the total volume of licenses purchased at the time of any Service Level Failure and payable by the Supplier under this Call-Off Contract immediately following the Service Period in respect of which Service Credits are accrued;

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	unless otherwise stated in the Order Form during a Further Competition.
“Service Credits”	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; or
“Service Desk”	means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;
“Service Level Failure”	means a failure to meet the Service Levels for Incident Response and Incident Resolution Timescales defined in Table at 3.5.4 in respect of a Service Level Performance Criterion;
“Service Level Performance Criteria”	means the criteria identifiedAnnex 1 to Part A of this Schedule;
“Service Levels”	means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels) which the Supplier must maintain throughout the contract term;
“Service Level Threshold”	shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A, For clarity the Service Level Threshold will have been exceeded if the Supplier fails to remedy any Severity 1 and 2 incidents within the specified Levels and where this re-occurs over three consecutive calendar months. Such a failure would be considered a Material Breach.
Service Maintenance Level	The level of Supplier support required at the time an incident is raised.

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“Service Period”	means a recurrent period of one calendar month during the Call-Off Contract Period, unless otherwise specified in the Order Form;
“Unavailable”	in relation to a Service, means that the Service is not Available or a Severity 1 Incident is not resolved within the specified Incident Resolution Time;

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

- 3.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 3.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Threshold.
- 3.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Schedule.
- 3.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 3.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 3.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 3.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 4.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

Call-Off Schedule 14 (Service Levels)

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4.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

Call-Off Schedule 14 (Service Levels)

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PART A: Short Form Service Levels and Service Credits

1. Service Levels

- 1.1 The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.
- 1.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.
- 1.3 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:
 - 1.3.1 is likely to or fails to meet any Service Level Threshold; or
 - 1.3.2 is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
 - (A) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - (B) If the action taken under paragraph (A) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - (C) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or
 - (D) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 1.4 Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.

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- 1.5 The Buyer may enhance or otherwise modify the Service Levels required by mutual agreement between the Parties via the contract variation process.
- 1.6 For the Supplier to perform the Incident Response and Resolution Services the Buyer must ensure that they have provided all the necessary information required (to the best of their ability) to enable the Supplier to meet it's obligations set out below.
- 1.7 The Services are subject to the following four Service Level Performance Criteria as set out in paragraph 6 of this Part B of Call-Off Schedule 14:

1.7.1 Incident Resolution;

1.7.2 Quality; and

1.7.3 Provisioning.

2. Agreed Service Time

- 2.1 The Services will be made Available by the Supplier to the Buyer twentyfour (24) hours per day three-hundred and sixty-five (365) days of the year.
- 2.2 The Buyers hours of service are defined below as the Agreed Service Time during which the Supplier will provide Support incidents raised based on the Incident Severity Level below.
- 2.3 The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

Service Maintenance Level	Agreed Service Time
Level 1	<p>24 hours x 365 days per annum excluding National Holiday's). All non-UK National Holidays to be agreed with DWP service desk in advance. Any such occurrence and the Parties will agree the minimum levels of Support to be provided.</p> <p>DWP's business Operation hours are stated below which must be met as a minimum;</p> <p>Monday – Friday (excluding Bank Holidays) 07:00-21:00 GMT</p> <p>Saturdays and Bank Holidays 07:00-17:15 GMT</p>

3. Incidents

- 3.1 If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.
- 3.2 Incidents must be classified to one of the following four severity levels:

Call-Off Schedule 14 (Service Levels)

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Severity Level	Description of impact of Incident
Severity 1	The Supplier Software is inoperable and/or causes significant issues with the operation of the Buyer's Conversational Platform removing the ability to meet the requirements stated in tender documentation.
Severity 2	The Supplier Software is operable but contains an issue affecting a significant proportion of its' functionality and / or impacts the daily operation of the Conversational Platform.
Severity 3	The Supplier Software remains operable and this does not impact the functionality of the Conversational Platform meeting the Buyers requirements.
Severity 4	All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

3.3 The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

3.4 Incident Response Times

3.4.1 The Supplier shall ensure that they respond to the Buyer's incident within the specified timescales below confirming the following;

- a. That the incident has been received and that it has been assigned for remediation to the defined Severity level.
- b. At regular intervals during the remediation period (frequency to be agreed between the parties) provide regular progress updates on the status of the remediation and specifically highlighting when an Incident Resolution time is unlikely to be met.

3.5 Incident Resolution

3.5.1 The Supplier shall ensure that they meet the Incident Response times and that Incidents are resolved within the Maximum Incident Resolution Time.

3.5.2 Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

3.5.3 The Incident shall remain open until the Supplier has delivered a working fix to the software issue at which point the clock will stop until the Buyer either;

Call-Off Schedule 14 (Service Levels)

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- (a) Confirms that the Incident Resolution has worked and can the Incident can be closed; or
- (b) Where any Incident Resolution fails to remedy the Incident then the Buyer will restart the clock on the time to resolve the original Incident.

3.5.4 Where multiple Incidents are identified and the cumulative effect of those Incidents warrants an increase in the Severity level then the Buyer acting reasonably will advise the Supplier of any proposed changes to the applied Severity level.

Service Maintenance Level	Severity 1 Response	Severity 2 Response	Severity 3 Response	Severity 4 Response
Level 1	30 minutes	60 minutes	5 hours	5 hours
Service Maintenance Level	Severity 1 Incident Resolution	Severity 2 Incident Resolution	Severity 3 Incident Resolution	Severity 4 Incident Resolution
Level 1	2 hours	4 hours	1 working day	2 working days
"x" coefficient for Service Credit calculation if the above timescales are not achieved	30%	20%	10%	5%

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PART A Annex 1: Short Form Services Levels and Service Credits Table

The Service Credit Calculation is defined below;

- 1.1 This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.
- 1.2 Service Credit payments are subject to the Service Credit Cap.
- 1.3 Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Incident is not met by the Supplier.
- 1.4 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.
- 1.5 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part B of this Call-Off Schedule.
- 1.6 The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria, the Service Level Threshold and is calculated by using the straight line formula below:

$$\text{Service Credit} = (m * 20\% / 12 * (x)) * y$$
 where
 “m” is the total value of deployed licenses being utilised by DWP;
 “20% / 12” is the monthly value of support and maintenance relating to deployed licenses;
 “x” is the coefficient associated with each Severity Level
 “y” is the cumulative number of Incident Response Times and Incident Resolution Times not achieved during any single Service Period;

- 3.6 The Service Credit (£) is subsequently derived as follows:

Service Credit (£) = monthly deployed license support charge calculated based on 20% of the deployed licenses charge multiplied by the coefficient of the Service Level not achieved within the Service Period multiplied by the cumulative total of of Incident Response Times and Incident Resolution Times not achieved within a single Service Period

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- 3.7 An example Service Credit calculation for the Incident Response and Incident Resolution times of a service, (offered herein for illustrative purposes only), is as follows:

3.7.1 In this illustration example:

Service Credit = (when all licenses have been deployed) / 12 x (40% assuming both Sev 1) x 2 (if both Incident Response and Incident Resolution fail within a single Service Period)

therefore the Service Credit calculation is:

Service Credit (£) =

- 3.8 Each Level not achieved in the Table at 3.5.4 will attract its' own individual service credit.
- 3.9 For clarity where the Supplier fails to achieve both Incident Response and Incident Resolution Times specific to differing Levels and then the calculations for each will be treated separately within the month and an aggregated value created.
- 3.10 Any Service Credits due will be recovered annually by the Buyer using the Time and Materials Training Professional Services as specified in Schedule 20 "Specification" converting Service Credits due into additional Professional Services using the agreed rates.

3.11

3.11.1

3.12 Quality

3.12.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.

3.12.2 Measurement of Incident Response and Incident Resolution times of the Service Desk will be based on the time taken for the Supplier to respond to the Buyer's call or email. Calls and emails receiving an automated response or calls placed into a queuing system shall be deemed not to have been answered.

3.13 Provisioning

3.13.1 The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.

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3.13.2 Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels.

1.1 Data Service

1.1.1 Where the Buyer has procured Services that include data services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - (A) a fault is found, the Incident is Resolved as any other Incident;
 - (B) a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

1.2 Voice Service

1.2.1 Where the Buyer has procured Services that include voice services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;

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- (ii) the Supplier shall investigate the Incident;
- (iii) Subsequent to the investigation, if:
 - (A) a fault is found, the Incident is Resolved as any other Incident;
 - (B) a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
- (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.
- (v) Due to the potentially idiosyncratic and non-deterministic nature of the Omilia Software (e.g. speech to text recognition (automatic speech recognition (ASR) or natural language understanding (NLU)), not all ASR & NLU incidents can be resolved. Omilia will use commercially reasonable efforts to attempt to resolve any ASR & NLU incidents within the target times specified in the Response and Resolution Targets sections of this Agreement, but failure to meet target times for specific ASR & NLU incidents will not constitute a failure to perform a material provision or miss Target Resolution Times.

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(vi) 12/08/2013

PART C: Performance Monitoring

Performance Monitoring and Performance Review

- 1.1 Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:
 - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").
- 1.2 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph 1.2 of Part C of this Call-Off Schedule above.
- 1.4 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part C of this Call-Off Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.4.1 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.4.2 details of any Critical Service Level Failures;
 - 1.4.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.4.4 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.4.5 such other details as the Buyer may reasonably require from time to time.
- 1.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 1.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time

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(within normal business hours) as the Buyer shall reasonably require;

1.5.2 be attended by the Supplier's representative and the Buyer's representative; and

1.5.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

1.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's representative at each meeting.

1.7 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

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

PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

1. Performance Monitoring Reports

1.1 The tables below list the reports that comprise the Performance Monitoring Reports:

1.1.1 Service Level Reports

Service Level Reports			
Name of Report	Description	Frequency	Report Delivery Timescales
Severity Level 1 Incident Response and Incident Resolution Times	A measure of the percentage of Severity Level 1 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per Calendar Month	10 Working Days
Severity Level 2 Incident Response and Incident Resolution Times	A measure of the percentage of Severity Level 2 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per Calendar Month	10 Working Days
Severity Level 3 Incident Response and Incident Resolution Times	A measure of the percentage of Severity Level 3 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per Calendar Month	10 Working Days
Severity Level 4 Incident Response and Incident Resolution Times	A measure of the percentage of Severity Level 4 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per Calendar Month	10 Working Days
Service Credit calculations in respect of any Service Level failures during each Service Period and cumulatively through the lifetime of the contract	An ongoing report that captures the Service Credits due cumulative through the lifetime of the contract so that these can be recovered by the Buyer through a reduction to any Supplier invoice.	Per Calendar Month	10 Working Days
KPI Reports			
Name of Report	Description	Frequency	Report Delivery Timescales
Root Cause Analysis	The number of Root Cause Analyses requested by The Buyer delivered within 5 Working Days of the resolution of the Problem occurring in the Calendar Month.	Per Calendar Month	10 Working Days
Performance Monitoring Reports Provided on Time	To measure the timeliness of Performance Monitoring Reports delivery within a Calendar Month. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per Calendar Month	10 Working Days

PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

2. Key Performance Indicators (KPIs)

2.1 KPI 1 RCA Closure

KPI 1 Root Cause Analysis Service	
KPI Description	The number of Root Cause Analyses requested by The Buyer delivered within five (5) Working Days of resolution of a Major Incident to which the analyses relate, and as accepted by The Buyer without material comments on analysis and proposed action plans, expressed as a percentage of the total number of Root Cause Analyses requested by The Buyer during the Calendar Month in question.
KPI Calculation	$\frac{A}{B} \times 100\%$ <p>Where:</p> <p>A = The number of Root Cause Analyses requested by The Buyer delivered within five (5) Working Days of the resolution of the Major Incident occurring in the Calendar Month in question, and as accepted by The Buyer without comment.</p> <p>B = The total number of Root Cause Analyses requested by The Buyer following resolution of the Major Incident and scheduled for delivery in the Calendar Month in question in accordance with the time limit stated above.</p>
Reporting Period	Calendar Month
KPI Measure	100%

2.2 KPI 3 Performance Monitoring Reports Provided On Time

KPI 3 Performance Monitoring Reports Provided On Time	
KPI Description	A measure of the timeliness of Performance Monitoring Report delivery within a Calendar Month (Calendar Month) expressed as a percentage of Performance Monitoring Reports for a Calendar Month provided by the Supplier to The Buyer within the timescales stated in Section 1 of this Annex
KPI Calculation	$\frac{A}{B} \times 100\%$ <p>Where:</p> <p>A = The number of Performance Monitoring Reports delivered within the KPI Target timescales in the Calendar Month in question.</p> <p>B = The total number of Performance Monitoring Reports delivered in the Calendar Month.</p>
Reporting Period	Calendar Month
KPI Measure	95% of Performance Monitoring Reports provided by the agreed date.

3. COMPLIANCE WITH THE BUYER SERVICE STANDARDS

The Supplier must comply with the following The Buyer Service Standards.

3.1 Financial Management

- 3.1.1 The Supplier shall comply with the Buyer Finance Processes
- 3.1.2 Invoices and MI in electronic format as defined by the Buyer for upload into the Buyer's IT Service Management Toolset TechNow.
- 3.1.3 The Supplier shall provide Invoices and MI in electronic format as defined by The Buyer for upload into The Buyer's IT Service Management Toolset TechNow.
- 3.1.4 The Supplier shall provide, in the format required, accurate invoice information and supporting documentation each Service Measurement Period to The Buyer for products and services provided by the Supplier
- 3.1.5 The Supplier shall provide information to enable The Buyer to be able to account for the money spent, and the associated value, on the creation, delivery and support of IT services across The Buyer's services and operational business
- 3.1.6 The Supplier shall provide information to enable The Buyer to report, and accurately forecast financial requirements to meet contracted service commitments
- 3.1.7 Provide DWP Network Services with Proof of receipt of all DWP assets received, (Procedure to be confirmed).

3.2 Incident Management

- 3.2.1 The Supplier shall comply with The Buyer's Incident Management Process
- 3.2.2 The Supplier shall improve the contracted service(s) provided to The Buyer by minimising the impact of business disruption caused by Incidents
- 3.2.3 The Supplier shall improve overall Service Availability by reducing the number of Incidents assigned to the Supplier year on year
- 3.2.4 The Supplier shall improve overall Service Availability by reducing the time taken to resolve Incidents
- 3.2.5 The Supplier shall ensure Incident Records are complete and up to date at all times and are linked to any other impacted areas including but not limited to Supplier's CMDB, Problems, Change Records

3.2.6 The Supplier shall perform trend analysis on Incidents assigned to the Supplier to inform service improvements

3.2.7 The Supplier shall use The Buyer's IT Service Management Toolset TechNow for all Incident management

3.3 Service Catalogue

3.3.1 The Supplier shall comply with The Buyer's Service Catalogue Management Process

3.3.2 The Supplier shall provide accurate, up to date and relevant technical information on the Supplier's services to enable The Buyer to maintain its Service Catalogue

3.3.3 The Supplier shall where appropriate, provide accurate, up to date and relevant technical information on the Supplier's services to enable The Buyer to understand the relationships between IT components that deliver an end to end business service

3.3.4 The Supplier shall provide accurate, up to date and relevant information to assist The Buyer to fully understand the impact of changes to IT or IT services on the business services that they deliver

3.4 Service Level Management

3.4.1 The Supplier shall comply with The Buyer's Service Level Management Process

3.4.2 The Supplier shall achieve all required Service Levels and KPIs each SMP and provide accurate supporting documentation to The Buyer to evidence this

3.4.3 The Supplier shall resolve any failures to meet Service Levels

3.4.4 The Supplier shall review Service Levels on an on-going basis and make recommendations to ensure the services continue to meet The Buyer's business needs

3.4.5 The Supplier shall use The Buyer's IT Service Management Toolset TechNow for Service Level Management

3.4.6 The Supplier shall prior to any new or changed service going live provide The Buyer's Service Level Management team with an Operational Implementation Plan that meets the agreed quality standards and allows the service to be accurately measured

3.5 IT Service Continuity Management

3.5.1 The Supplier shall comply with The Buyer IT Service Continuity Management Process Overview

3.5.2 Ensure Continuity of Service in the event of a Service Continuity Event

3.5.3 Perform all required activities in the event that an IT Service Continuity Event is declared

3.6 Knowledge Management

3.6.1 The Supplier shall comply with The Buyer's Knowledge Management Process

3.6.2 The Supplier shall enable the move to incident resolution at the earliest point by providing accurate and relevant information to support The Buyer's implementation of the Knowledge Management Strategy

3.6.3 The Supplier shall provide to the Service Desk any information required to assist the Service Desk in the development, maintenance and continuous improvement of the end-user self-help facility

3.7 IT Supplier Management

3.7.1 The Supplier shall comply with The Buyer's Supplier Management Process

3.7.2 The Supplier shall undertake all activities required to ensure rapid on-boarding to The Buyer's Service Management Policies and Procedures

3.7.3 The Supplier shall provide an accurate and robust and regularly tested Exit Management Plan

3.7.4 The Supplier shall resolve all Policies and Procedures non-compliances as soon as possible but no later than 3 reporting periods after the non-compliance has been raised

3.8 Change Management

3.8.1 The Supplier shall comply with The Buyer's Change Management Processes

3.8.2 The Supplier shall reduce the amount of service and business disruption and Incidents caused by Change activity

3.8.3 The Supplier shall provide first time success in the implementation of Change activity

3.8.4 The Supplier shall ensure Changes implemented realise the benefits intended as per the Change proposal documentation

3.8.5 The Supplier shall minimise business disruption by packaging change activity to maximise available change windows

- 3.8.6 The Supplier shall ensure all requests for impacting of changes are responded to accurately and comprehensively and within the timescales set in the Policies and Procedures
- 3.8.7 The Supplier shall provide details of all proposed and planned changes to the Authority for inclusion in the Forward Schedule of Change (FSC).
- 3.8.8 The Supplier shall impact The Buyer on any change activity not managed through The Buyer's change management process that has the potential to impact on The Buyer as per Policies and Procedures
- 3.8.9 The Supplier shall use The Buyer's IT Service Management Toolset TechNow for all Change management related to the Authorities Services.

3.9 Service Validation & Testing

- 3.9.1 The Supplier shall review Project requirements and provide input to the delivery of Transition Delivery Plans within the required timescales
- 3.9.2 The Supplier shall implement Projects in accordance with Implementation Plans
- 3.9.3 The Supplier shall successfully transition Projects from development in to the live estate
- 3.9.4 The Supplier shall ensure the intended business benefits of the Project are realised
- 3.9.5 The Supplier shall provide support to Operational Acceptance Testing for each Project that the Supplier has involvement in
- 3.9.6 The Supplier shall provide support to Service Management Acceptance Testing for each Project that the Supplier has involvement in
- 3.9.7 The Supplier shall assess and assist The Buyer to evaluate the intended business benefits of the Project
- 3.9.8 The Supplier shall assess and assist The Buyer to evaluate the solution provided to ensure it meets all operational requirement.

3.10 Release & Deployment Management

- 3.10.1 Comply with The Buyer's Release and Deployment Management Process
- 3.10.2 Improve the rate of release success year on year
- 3.10.3 Synchronisation of releases within packages to minimise disruption to the Services

- 3.10.4 Reduce errors through the controlled release of hardware and software to the live IT estate
- 3.10.5 Rapid delivery of change activity by providing a highly flexible and responsive release management process
- 3.10.6 Deliver Releases into production in accordance with the relevant Project Plans
- 3.10.7 Use of The Buyer's IT Service Management Toolset TechNow for governance of Release activity.

3.11 Service Desk

- 3.11.1 The Supplier shall provide up to date contact information to enable the DWP IT Service Desk to assign Incidents correctly to the Supplier.
- 3.11.2 Identify incidents to be resolved either by the end user or Service Desk as First Contact Resolution and provide all supporting up to date information to enable this including but not limited to Service Desk training, incident Case bases, Knowledge Articles, incident checklists and commit to the current target of 5 working days for time to publish Case base, Knowledge Articles & Incident Checklists.
- 3.11.3 The Supplier shall use The Buyer's IT Service Management Toolset TechNow of all ITIL Service Management functions
- 3.11.4 The Supplier will allow The Buyer's Service Desk access to any of the Suppliers provided tooling where possible in order that they can carry out FCR (First Contact Resolution) including but not limited to remote control of all user access devices.

The Supplier shall assist the Service Desk to maximise Systems and Service Availability, performance and quality throughout the Contract Term.

3.12 Event Management

- 3.12.1 The Supplier shall comply with The Buyer's Event Management Processes
- 3.12.2 The Supplier shall ensure monitoring and control is in place to detect and act on events to minimise business disruption
- 3.12.3 The Supplier shall raise Incidents where significant impacting events are detected
- 3.12.4 The Supplier shall improve the service provided by proactively managing their systems/infrastructure to minimise the impact of business disruption caused by events

3.12.5 The Supplier shall improve overall Service Availability by effective Event Management

3.12.6 The Supplier shall interface with The Buyer's IT Service Management Toolset TechNow to enable information transfer and correlation in respect of Service impacting Events in real time or near real time

3.13 Major incident Management

3.13.1 Compliance with The Buyer's Major Incident Management Processes

3.14 Problem Management

3.14.1 The Supplier shall comply with The Buyer's Problem Management Processes

3.14.2 The Supplier shall improve its provision of services to The Buyer by reducing the ratio of open to closed Problems throughout the year

3.14.3 The Supplier shall reduce the level of recurrence or replication of Incidents and Known Errors

3.14.4 The Supplier shall carry out thorough root cause analysis and use the results to eliminate the source of Problems

3.14.5 The Supplier shall use The Buyer's IT Service Management Toolset TechNow for all Problem management.

3.15 Access Management

3.15.1 The Supplier shall use the DWP TechNow portal to request access to sites, in accordance with the process that will be defined.

3.15.2 The Supplier shall inform The Buyer of any instance where the Supplier believes access management rights may be abused within 48 hours of becoming aware of such abuse

3.15.3 The Supplier shall provide on a quarterly basis a record of access where users are suspected of breaches of policy, inappropriate use of resources, or fraudulent use of data, access management

3.15.4 The Supplier shall, when required as a result of a Service Desk access request, provide user access to the System or Application as specified. Where possible the Supplier will work with The Buyer to introduce automatic fulfilment of approved Access request through automation with The Buyer's ITSM toolset TechNow.

3.15.5 Where required, the Supplier shall change or remove End User access to systems and/or services in accordance with instructions from The Buyer in the timescales agreed

3.16 Continual Service Improvement

3.16.1 The Supplier shall ensure that Continual Service Improvement is embedded in the Supplier's culture and shall deliver activities to systems, applications and services and provide details of the benefits accrued as a result of the improvement activities

3.16.2 The Supplier shall undertake targeted trend analysis and invoke assessment studies to identify and formulate Service Improvement activity to deliver business benefits in line with business priorities

3.16.3 The Supplier shall ensure that CSI initiatives that are implemented by the Supplier achieve the projected cost savings as per the CSI proposal

3.16.4 The Supplier shall assist the Service Desk to drive continuous improvement in the delivery of Service Requests, Access Requests, Incident resolution during the contract Term

3.16.5 The Supplier shall use The Buyer's IT Service Management Toolset TechNow to register all CSI initiatives that will be assessed under TechNow Demand management system

3.16.6 The Supplier shall collaborate with DWP Technology and other Suppliers to address issues and improve the levels of service provided overall

Order Schedule 15 (Order Contract Management)

1. Definitions

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

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

2. Project Management

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

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

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

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

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

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

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

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

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

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

4. NOT USED

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order 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 Order Contract which the Buyer and the Supplier have identified.

Order Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review" 1 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;

"Benchmarked Deliverables" 2 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;

"Comparable Rates" 3 the Charges for Comparable Deliverables;

"Comparable Deliverables" 4 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;

"Comparison Group" 5 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;

"Equivalent Data"

6 data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;

"Good Value"

7 that the Benchmarked Rates are within the Upper Quartile; and

"Upper Quartile"

8 in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked 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 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 within 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 DPS Schedule 4 (DPS 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 Start 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.

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 3.2.7 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.

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.

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

Order Schedule 18 (Background Checks)

1. When you should use this Schedule

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

2. Definitions

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

3. Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - (a) carry out a check with the records held by the Department for Education (DfE);
 - (b) conduct thorough questioning regarding any Relevant Convictions; and
 - (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Order Schedule 20 (Specification)

Statement of Work for Conversational Platform

Prepared for the *Department for Work & Pensions*



Department
for Work &
Pensions

Version 2.0

24 September 2021

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1. Executive Summary

This Statement of Work is part and schedule of the entire Agreement between **Omilia Natural Language Solutions Ltd.** ("Omilia" or "Supplier") and **Department for Work & Pensions** ("DWP" or "Buyer"), dated as of this **30 December 2021**, as amended from time to time, (the "SOW Effective Date") between Supplier and Buyer of the main body of this Agreement.

2. Scope of Deliverables

The Supplier will provide the Buyer with a Conversational Platform ("Solution"), as described in the Conversational Platform RFP which shall be hosted on Buyer's private cloud.

The following deliverables are in scope of this Statement of Work:

3. Conversational Platform Software Components
4. Training Services
5. Mentoring Services

Detailed Description of Deliverables

1. Conversational Platform Software Components

The Supplier will deliver the resources necessary for the Buyer to install Omilia's Conversational Platform Solution to Buyer's private cloud as per the below schedule:

The Supplier's software platform components will be delivered according to the below agreed approach:

- The Supplier's software will be provided to the Buyer in the form of Helm Charts. These Charts will pull the Supplier's Docker images from a defined Container Registry.
- The Application files (ASR models, MLNLU file, miniApp® json files, flow app) will be delivered in zip files
- In addition, certain software components may be provided by the Supplier as native executables for Linux VMs.
- The Buyer will be able to use the provided files and documentation to install the images in Buyer's private cloud.

Deliverables include also all necessary documentation for installation on the Buyer's private cloud in Azure and the respective load testing documentation.

2. Training Services

Omilia Academy e-learning courses

The below e-learning courses are in scope of this Statement of Work.

Introducing OCP miniApps®

Through this course, Buyer's team will become familiar with Omilia's Cloud Platform miniApps®. The team will find out what OCP miniApps® are and get to know about their available types and features. This course is a great opportunity to familiarize oneself with all the benefits that OCP miniApps® have to offer.

OCP miniApps® Hands-On

Course Participants will create and configure all the available types of miniApps®. They will have the chance to dive deeper into the miniApps®' world, learn how to enable and configure each one of the offered features, learn how to get a phone number and call their miniApps®, visit the monitoring tool to review the dialogs you just had with the system. The course offers step by step instructions and a variety of different examples that help trainees understand how to create a miniApp®.

Virtual Classroom Courses

Supervised training courses will follow as detailed below:

OCP miniApps®

In this session we explain what OCP miniApps® are and what they can do. We will identify the different types of miniApps® and their unique capabilities. We will showcase how you can enable and configure each of the features the Omilia miniApps® offer. Furthermore, we will call the miniApps® we set up and will review the dialogs we had with the system. At the end of this session you will be able to understand how a mini app works and how it can be configured to serve the purpose you assign it to fulfil.

Orchestrator session

In this Orchestrator session, we will build a flow application that utilizes different types of miniApps® in order to satisfy Buyer Requirements.

Cloud Architecture

In this course we will go through all the cloud resources required for the Supplier Solution to operate efficiently, along with details on which Supplier component uses which service and how.

Kubernetes Architecture

Through this course an operator will become aware of the Supplier components that comprise the Conversational Voice solution and how they are deployed within the AKS environment. The steps as described in the installation guides will be explained and discussed accordingly.

Dialog Flow

After one becomes familiar with the Supplier components and their role in the solution, this session will provide an extended view of how they blend and work together to serve a call effectively.

Basic Troubleshooting

A standard walk through the DRTViewer tool and the location of the logs in the AKS system, along with basic identifiers and specific data to search for in case of failure and troubleshooting.

3. Mentoring Services

Buyer will have access to a dedicated expert team of SMEs (i.e. NLU, ASR, Integrations, DevOps/SysAdmin) offering weekly mentoring and synchronization calls for thirty-six (36) months, to coach and assist Buyer in becoming self-sufficient with Supplier's technology.

This totals one hundred fifty (150) man-days over the course of the contract equating to fifty (50) man-days per year.

Proposed approach includes:

- recurring weekly alignment/planning meetings
- ad hoc communication outside of these meetings between the hours of 07:00-15:00 GMT (via email and phone)

The Supplier team will also be able to perform offline services such as offering advice, code reviews, etc. Buyer will also be granted access to our Partners Portal which is an extensive knowledge base and e-learning tool that offers great support and the ability to raise tickets. Additionally, Buyer is assigned with a dedicated Account Manager who you will also be able to contact directly via phone and email as an additional expert resource.

4. Additional Consulting/Implementation Services

This Statement of Work includes also a hundred (100) mandays “bucket” of Professional Services for the Buyer to consume during the course of the second year (April 2022 - March 2023).

Out of Scope

- Installation of Conversational platform; all relevant activities will be performed by the Buyer's team based on the training and documentation provided by the Supplier
- Configuration work within Genesys Engage Platform; this is the sole responsibility of the Buyer

Assumptions

1. Buyer complies with the recommended sizing specifications for the underlying infrastructure where the Supplier platform is going to be installed.

6. Project Delivery Overview

7. Delivery Timeline

Key milestones:

- Contract Signature
- **10 working days following contract signature:** Software Delivery Year 1
- **40 working days following Software Delivery:** Software Installation Year 1
- **Contract Signature + 10 working days:** Training Delivery Year 1
- **45 working days following Year 1 Software Delivery:** Load Testing Year 1
- **Contract Signature 1st anniversary:** Additional Software License Delivery Year 2
- **Contract Signature 1st anniversary:** License Installation & Expansion of Platform Year 2
- **Contract Signature 1st anniversary + 10 working days:** Training Delivery Year 2
- **40 working days following Year 2 License Installation & Expansion:** Load Testing Year 2
- **Contract Signature 2nd anniversary + 10 working days:** Training Delivery Year 3
- **40 working days following Contract Signature 2nd anniversary:** Load Testing Year 3

Key assumptions:

1. Supplier will provide full documentation, instructions and material on platform and load testing
2. Buyer will prepare the production environment and using the above documentation will execute the load testing process
3. Upon delivery of the Conversational Platform Software components to the defined container registry, Buyer shall take no more than 45 working days to complete the installation and load testing of the platform. Should load testing not be completed within the designated time period, both parties to mutually agree an acceptable percentage advance on the outstanding payment associated to the "Load Test" to be invoiced immediately. This is to be agreed within 15 working days.
4. Buyer will perform Load Testing, with guidance from the Supplier, following platform installation.

8. Project Delivery Governance

The Project will require the following resources from the Supplier and Buyer:

Supplier Project Team

Supplier will provide the following list of resources for the delivery of this Project;

- **Account Manager** — Leads the team, is responsible for managing the business relationships with the Buyer.
- **Project Manager** — Responsible for managing the delivery team from project commencement, all through to the delivery, testing and deployment to ensure that the deliverables will be 100% aligned with the Buyer's business strategy and objectives.
- **ASR Engineer(s)** - Responsible for the development of speech recognition models and the improvement of transcription accuracy.

- **User Interface Designer(s)** — Designs the application to ensure effectiveness and usability. Analyzes customer behavior and business requirements to provide input to the design of the conversation flow and identify improvement opportunities.
- **NLU Developer(s)** — Develops context sensitive interpretation models (analytical and ML based). Responsible for corpora annotation and maintenance. Leads the training of the artificial intelligence platform and natural understanding capabilities.
- **Front End Developer(s)** — Responsible for the implementation of the front end (dialog flows and NLG), and integration with back end resources.
- **System Administrator(s)/DevOps Engineer(s)** — Responsible for the containerization of products, automation of processes and tasks and to provide effective secure solutions regarding the installation of Supplier S/W.
- **Quality Assurance Engineer(s)** — Responsible for designing and executing high level test cases, identifying necessary test data, developing required test procedures, supporting User Acceptance Testing activities and analyzing (triage) any reported incidents.

The Account Manager and the Project Manager are the primary points of contact between Buyer and Supplier.

Buyer Project team

The Buyer will be required to provide the following resources for the delivery of this Project;

- **Project Manager** — Interfaces between Supplier and the internal resources of the Buyer. Works with Supplier project manager to ensure 100% alignment of the project.
- **Subject Matter Expert / Business Analyst(s)** — Responsible to provide business requirements, assist with the analysis of user behavior and ensure that the design is in line with business objectives.
- **IT Engineer / Infrastructure Expert** — Responsible for assisting with telephony integration, CTI routing, etc.
- **Voice UI Designer/Developer** — Responsible for designing and developing applications using Supplier S/W
- **Quality Assurance Engineer** — Performs Quality Assurance, FSTs and User Acceptance Tests, based on testing scenarios that will be agreed
- **Cloud Administrator(s)** — Responsible for Buyer's private cloud capacity planning, analysis and engineering design changes, automation of processes and tasks, provide effective secure solutions, confidentiality and availability of the systems, maintain data integrity and access control, manage disaster recovery processes, measure the extent of performance and 24X7 operation of Buyer's private cloud.

9. Project Acceptance & Change Governance

The successful completion of the first Cycle of Load Testing deems the Solution as fully accepted according to the below listed acceptance criteria:

- Supplier shall provide the licenses outlined in section “Conversation Platform Software Components”.
- Supplier shall provide Buyer the necessary load testing software, documentation and training to be able to perform the load testing in scope of this SoW.
- Buyer shall be able to execute a full load test and verify performance of the concurrent port count of the installed software.
- Load testing shall be considered successful upon at least one (1) hour of platform operation at maximum capacity, without any critical or high severity errors.
- Buyer shall accept or reject the results within **five (5)** working days from completion of Load Testing. In the event that Buyer does not reject the report within the given timeframe, the load testing shall be deemed accepted and the respective invoice will be generated.

Following successful testing, Buyer shall issue a statement of acceptance and Supplier shall be deemed to have successfully delivered the procured software licences of the respective Phase, as listed in section “Conversation Platform Software Components”.

Any change to the In Scope items within this Statement of Work will be documented as a Change Request and additional Scope and billable hours will be mutually agreed upon by the parties. If the Buyer wishes to extend the time plan or delay the plan,

10. Support Post Go-Live

Once the Supplier solution is accepted as per the terms described within this SoW, the Supplier project team will handover to the Supplier Customer Success Team which will provide Software support as per Buyer's operational hours (7am - 9pm GMT).

11. Software Support

Software Support covers technical support, access to updates, bug fixes, and new versions of all Supplier Software licences. More specifically Software Support provides for the following technical support functions:

- Software Updates and Upgrades, as well as any patches for trouble-shooting Software problems.
- The operation and technical support of the Solution

Software Support response is governed by the agreed SLA between Buyer and Supplier.

12. Pricing

The Fees payable by **Buyer** for the performance by Supplier of the SoW Services and the invoice requirements with respect to this Statement of Work are as follows;

13.

Year:	Year 1 - 31st March 2022	1st April 2022 - 31st March 2023	1st April 2023 - 31st March 2024	£ Total
GRAND TOTAL				

14. Table 3: Pricing

15. Deliverables and Invoicing Milestones

- **TOTAL Year 1 Deliverables Value:** Two million five hundred twenty-seven thousand five hundred pounds (**£2,527,500**) for services and licenses included in table 4 below:

Table 4: Year 1 Deliverables

- **TOTAL Year 2 Deliverables Value:** for the services and licenses included in table 5 below:
- **Invoice milestone 3 -upon Licenses delivery: 80% of the value of deliverables on Table 5**
- **Invoice milestone 4 - upon Load Testing completion: 20% of the value of deliverables on Table 5**

Table 5: Year 2 Deliverables

- **TOTAL Year 3 Deliverables Value:** for the items included in table 6 below:
- **Invoice milestone 5 - upon Load Testing completion: 100% of the value of deliverables on Table 6**

Table 6: Year 3 Deliverables

licenses

The Software licenses described herein will be provided to Buyer for the Fixed Fee of as per the above invoicing milestones.

16. Professional Services

The **Implementation Services** for the Conversational Platform Solution described herein will be provided to the **Buyer** for the Fixed Fee of , which will be invoiced as per Invoicing schedule above.

The additional Professional Services for the Conversational Platform Solution described herein will be provided to the **Buyer** for the Time and Material Fee of, which will be billed on 31 March 2022.

17. Load Testing

The Load Testing documentation and associated training described herein will be provided to the **Buyer** for the Fixed Fee of **per Load Testing cycle**, which will be billed upon successful completion of each load testing cycle as per timeline included above.

18.

19. Training

Training services described herein will be provided to the **Buyer** for the Fixed Fee of, which will be billed upon each training cycle completion.

20. Travel and Expenses

Supplier will not be entitled to, and Buyer will not have any obligation to pay Supplier for any travel or out-of-pocket costs or expenses incurred by Supplier in connection with Supplier's performance of any Services unless expressly set out in Section. Any such out-of-pocket costs or expenses set out in the section titled Charges (pg 10) must be: (1) pre-approved by Buyer in writing; (2) less than the dollar limits set out in the applicable Customer Policies; and (3) evidenced by vouchers or receipts, as applicable.