



**712213450**

**Provision of SOC SIEM Technical Support (ArcSight)  
(DInfoCom/0268)**

**RM6098 Call-Off Schedules**

**Call-Off Schedule 1 (Transparency Reports) – N/A**

**Call-Off Schedule 2 (Staff Transfer) – N/A**

## Call-Off Schedule 3 (Continuous Improvement)

### 1. Buyer's Rights

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

### 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) 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 (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## Call-Off Schedule 4 (Call Off Tender)

REDACTED

### Statement Relating to Good Standing (PCR 2015)

#### The Statement Relating To Good Standing

**Contract Title:** The Provision of SOC SIEM Technical Support (ArcSight) (DInfoCom/0268)

**Contract Number:** 712213450

1. We confirm, to the best of our knowledge and belief, that Boxxe Limited including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of Boxxe Limited has not been convicted of any of the following offences within the past 5 years:
  - a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
  - c. common law offence of bribery;
  - d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
  - e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
    - (1) the common law offence of cheating the Revenue;
    - (2) the common law offence of conspiracy to defraud;
    - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
    - (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;

- (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
  - (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
  - (7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
  - (8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
  - (9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
- f. any offence listed:
- (1) in section 41 of the Counter Terrorism Act 2008; or
  - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- k. an offence under section 59A of the Sexual Offences Act 2003;
- l. an offence under section 71 of the Coroners and Justice Act 2009;
- m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- n. an offence under section 2 or 4 of the Modern Slavery Act 2015;
- o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
- (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or

(2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

- p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.
2. Boxxe Limited further confirms to the best of our knowledge and belief that within the last 3 years it:
- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
  - b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
  - c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
  - d. has not entered into agreements with other suppliers aimed at distorting competition;
  - e. Is not subject to a conflict of interest within the meaning of regulation 24;
  - f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
  - g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
  - h. is not guilty of serious misrepresentation in providing any information required by this statement.
  - i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
  - j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits

the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information

**Organisation's name** Boxxe Limited

**Signed:**

**REDACTED**

**(By Director of the Organisation or equivalent)**

**Name:** **REDACTED**

**Position:** **REDACTED**

**Date:** 10/7/2025



## Call-Off Schedule 5 (Pricing Details)

**REDACTED**

## Call-Off Schedule 6 Annex E As a Service (Additional Terms) N/A

### ANNEX E ADDITIONAL "AS A SERVICE" TERMS

The Parties acknowledge and agree, that during the period of the Framework Contract, this Annex E of Call Off Schedule 6 (ICT Services) may be subject to amendment/refinement by CCS to reflect changes in technology industry practice and/or processes. Where CCS, at its discretion, deems any amendment is required, it shall publish such amendments on its website and give Suppliers and Buyers no less than one (1) months' notice prior to any amendment taking effect. All Call Off Contracts entered into prior to this shall be unaffected unless the Buyer and Supplier otherwise agree in writing to vary their Call Off Contract in accordance with its terms.

#### 1. Interpretation

- 1.1 The following definitions and rules of interpretation in this paragraph 1 apply to this Schedule where the Buyer is purchasing "as a service". All other initial capitalised terms in this Schedule shall have the meaning given to them in Call-Off Schedule 6 (ICT Services), Joint Schedule 1 (Definitions) or the applicable Call Off Schedule.

**Acceptable Use Policy ("AUP"):** means the Supplier's conditions as set out in the Applicable Supplier Terms attached at the applicable Annex of Call Off Schedule 6 (ICT Services) governing the Buyers and its Authorised User's access and use of the Services under this Call-Off Contract;

**Actual Consumption Charges:** means the sum payable, based on the actual consumption and Usage by the Buyer of the Services provided by the Supplier, calculated in accordance with the rates/pricing set out in the Call-Off Order Form;

**Additional Services:** means those potential services the Buyer may require at any time during the Call Off Contract Period in addition to the Services to be delivered from the commencement of the Call Off Contract (which may include, but are not limited to, additional software applications, incremental usage or additional licences for existing Services already ordered or to deploy existing software on additional hardware devices) the scope of which and the applicable rates for such shall be as set out in the Call Off Order Form;

**Applicable Supplier Terms:** has the meaning given in paragraph 1.4 and may include the Supplier's Acceptable Use Policy.

**Authorised Users:** those employees, agents and independent contractors of the Buyer, its subsidiaries and affiliates, who are authorised by the Buyer to use the Services and the Documentation.

**Buyer Data:** the data inputted by the Buyer, Authorised Users, or the Supplier on the Buyer's behalf for the purpose of using the Services or facilitating the Buyer's use of the Services and any data generated by, or derived from the Buyer's use of the Services, whether hosted or stored within the Services or elsewhere.

**Call-Off Contract or Contract:** have the same meaning as given in Joint Schedule 1 (Definitions).

**Consumption Charges:** means the charges for the Services consumed or to be consumed by the Buyer and consisting of the subscription and/or "Pay as you Go" usage fees payable by the Buyer to the Supplier for the Services (which may be based on types/numbers of devices or software programs/modules/applications, number of Authorised Users, data storage/transfer, execution

**Call-Off Schedules****712213450 (DInfoCom/0268)**

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memory, number of queries to a helpdesk or other applicable measurement unit) as set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details).

**Consumption Period:** the period of calendar days or months (as set out in the Call Off Order Form) in which the Buyer's Usage of the Services is measured.

**Cybersecurity Requirements:** all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, applicable to either party, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time as further detailed in the applicable Framework and Call Off Schedules.

**Documentation:** the document(s) [scheduled to this Call-Off Contract at Schedule [INSERT] of the Call-Off Order Form **OR** made available to the Buyer by the Supplier online via [WEB ADDRESS] or such other web address notified by the Supplier to the Buyer from time to time] which sets out a description of the Services and the user instructions for the Services. **[Guidance Note:** where possible the Documentation should be included within the Call-Off Contract (i.e. in the Supplier's Tender or otherwise scheduled to the Call-Off Contract) and any changes to the Documentation to be promptly notified to the Buyer]

**Estimated Consumption Charges:** has the meaning given in paragraph 7.2 as further specified in the Call Off Order Form.

**Good Industry Practice:** as defined in Joint Schedule 1 (Definitions).

**Intellectual Property Rights:** as defined in Joint Schedule 1 (Definitions)

**Known Vulnerability:** any Vulnerability that has either:

- a) been assigned a Common Vulnerabilities and Exposures (CVE) number;
- b) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or
- c) been disclosed on the internet, or any [open] public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

**Latent Vulnerability:** any instances of typical classes of Vulnerability, including without limitation buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

**Licensed Software:** has the meaning given in Call Off Schedule 6 (ICT Services).

**Mandatory Policies:** the Buyer's business policies, procedures [and codes] [attached OR listed] in the Call Off Order Form, as amended by notification to the Supplier from time to time.

**New Release:** defined in Call Off Schedule 6 (ICT Services).

**Normal Business Hours:** [8.00 am to 6.00 pm] local UK time, each Working Day.

**Pay as you Go (“PAYG”):** means a payment structure for calculating the Consumption Charges in which Buyers pay in increments in arrears of receipt of the Services that reflect actual consumption Usage of the Services rather than in regular, fixed or subscription payments.

**Services:** the services provided by the Supplier to the Buyer under this Call-Off Contract made pursuant to the CCS Technology Products and Associated Services 2 Framework (RM6098) as more particularly described in Framework Schedule 1 (Specification) and supplemented by Call Off Schedule 20 (Call Off Specification), the Supplier’s Tender and the Documentation.

**Support Service Charges:** the fees/charges payable in respect of delivery of the Support Services.

**Support Services:** the support services to be provided by the Supplier to the Buyer in relation to the Services.

**Support Services Policy:** the Supplier's policy for providing support in relation to the Services as provided by the Supplier to the Buyer and scheduled to this Call-Off Contract.

**Usage: the Buyers** actual consumption/usage of the Services (which could include for example only: downloading or installing software or otherwise accessing software or cloud services or activating licenses or User Subscriptions) during the relevant Consumption Period, as measured in units relevant to the Services and set out in the Call Off Order Form.

**User Subscriptions:** the user subscriptions purchased by the Buyer pursuant to paragraph 5 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Call -Off Contract.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

**Working Day:** has the meaning given in Joint Schedule 1 (Definitions).

- 1.2 The Services shall be supplied solely in accordance with this Call-Off Contract. Save as otherwise explicitly set out in this Call-Off Contract, all other contractual terms which in any way add to, vary or contradict this Call-Off Contract (including, but not limited to, the Buyers purchase order terms and conditions or the Supplier’s own standard terms of business including those on the Supplier’s website, portal or any “click-wrap” or “clickthrough” terms) upon which the Supplier may seek to rely or otherwise incorporate or impose on the Buyer shall be excluded and not form part of this Call-Off Contract (whether or not such other contractual terms post-date these conditions and whether or not implied by custom, practice or course of dealing).
- 1.3 Subject to paragraph 11 and save as otherwise explicitly set out in this Call-Off Contract, where the Buyer and/or any Authorised User in the course of accessing and using the Services under this Call-Off Contract accepts or is deemed to have accepted (whether intentionally or otherwise):

- (a) any other terms and conditions including any other Supplier terms (whether in addition to or in replacement of the Applicable Supplier Terms) and/or any third-party software licence terms (including whether purported to have been accepted online via clicking on the Supplier portal or otherwise); and/or

- (b) the terms of any business forms (such as purchase orders and invoices),

(together the “Inapplicable Additional Terms”), the Parties agree that any such Inapplicable Additional Terms of the Supplier and/or any of its Affiliates are deemed invalid and shall be without legal effect in transactions under this Contract.

- 1.4 The Supplier terms which shall apply to this Call-Off Contract, and are therefore incorporated into this Call-Off Contract and subject to these Call-Off terms, are restricted to those Supplier terms which are set out or expressly referred to in the relevant Call Off Order Form and attached at the applicable Annex of Call Off Schedule 6 (ICT Services) (the “Applicable Supplier Terms”) and as may be modified strictly in accordance with the provisions of this Call-Off Contract. The Applicable Supplier Terms cannot be amended during the Contract Period without the Buyers prior written consent as variation to this Call-Off Contract. The Supplier shall not include any hyperlinks in the Applicable Supplier Terms. If hyperlinks are included these shall be deemed ineffective and any additional documents and/or terms shall be deemed unenforceable and shall not apply to this Call-Off Contract and this Call-Off Contract shall apply as if such hyperlink to the additional documents and/or terms was not included. In the event of any conflict between the terms and conditions of this Call-Off Contract and the Applicable Supplier Terms, the terms and conditions of this Call-Off Contract will take precedence.

- 1.5 Where the Supplier proposes any amendments to the Applicable Supplier Terms, the proposed amendments shall:

- (a) apply on a uniform basis to all customers of the Supplier with no material detriment to the Buyer only;
- (b) not contain:
  - (i) any indemnities (or clauses of a similar nature to indemnities);
  - (ii) any provisions which would have any material impact on either the potential liability of either Party under this Call-Off Contract or the balance of risks under this Call-Off Contract or would change the economic balance in favour of the Supplier, as determined by the Buyer;
  - (iii) any provisions permitting the Supplier to make unilateral changes to the Services and/or Consumption Charges payable without the Buyer’s prior written consent; and
- (c) ensure any proposed modifications to such Applicable Supplier Terms do not constitute a substantial modification to this Contract to the extent that the Public Contracts Regulations 2015 (or any successor procurement legislation) require a new procurement procedure.

- 1.6 The Buyer may consider any proposed modifications to the Applicable Supplier Terms but is not obliged to agree to any modifications. The Buyer may, acting reasonably and in its sole discretion, refuse any such modifications. Where the Buyer objects to any proposed modifications, this Call-Off Contract shall continue as though the modification had not been proposed unless it is otherwise terminated in accordance with its terms.

1.7 This Annex is supplemental to Call Off Schedule 6 (ICT Services).

## **2. Buyer Obligations**

### **Authorised Users**

2.1 The Supplier hereby grants to the Buyer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use and permit the Authorised Users to use the Services and the Documentation during the Contract Period solely for the Buyer's business operations or as otherwise agreed by the parties and set out in the Call Off Order Form.

2.2 In relation to the Authorised Users, the Buyer undertakes that:

- (a) save as otherwise set out in this Call-Off Contract, the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- (c) it shall, no more frequently than once per year, permit the Supplier or the Supplier's designated auditor to audit the Services, or use the Supplier's requested software reporting, to verify that the Buyer's use of the Services does not exceed the number of User Subscriptions purchased by the Buyer;
- (d) if any of the audits referred to in paragraph 2.2(c) reveal that the Buyer has underpaid Consumption Charges to the Supplier, then without prejudice to the Supplier's other rights, the Buyer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the rates/prices set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and in accordance with paragraph 5; and
- (e) if any of the audits referred to in paragraph 2.2(c) reveal that the Buyer has overpaid Consumption Charges to the Supplier, then without prejudice to the Buyer's other rights, the Supplier shall pay to the Buyer an amount equal to such overpayment as calculated in accordance with the rates/prices set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and in accordance with paragraph 6.

2.3 The Supplier agrees to provide the Buyer and all Authorised Users with all software keys, access codes and/or other login requirements as necessary to access and use the Services.

2.4 Subject to paragraphs 6 and 7 the Buyer may, from time to time during the Call-Off Contract Period, purchase or otherwise activate additional User Subscriptions in excess of the number set out in the Call Off Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Call-Off Contract.

2.5 The Buyer shall not knowingly:

- (a) distribute or transmit to the Supplier, via the Services, any Viruses [or Known Vulnerability or Latent] Vulnerability];
- (b) store, access, publish, disseminate, distribute or transmit via the Services any material which:

- (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (ii) facilitates illegal activity;
- (iii) depicts sexually explicit images;
- (iv) promotes unlawful violence;
- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (vi) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, on no less than thirty (30) days' prior written notice to the Buyer, such notice specifying the breach of this paragraph 2.4 and requiring it to be remedied within the thirty (30) day period, to disable the Buyer's access to the Services for the duration of time that the breach remains unremedied.

2.6 The Buyer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Call-Off Contract:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- (c) use the Services and/or Documentation to provide services to third parties (save for its own end users of the Services or otherwise to facilitate the Buyers delivery of its functions to its own customers and/or residents);
- (d) except as otherwise set out in the Call-Off Contract, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this paragraph 2.

2.7 The Buyer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, if there is any such unauthorised access or use, promptly notify the Supplier.

2.8 The rights provided under this paragraph 2 are granted to the Buyer and any subsidiary or holding company of the Buyer.

**3. Services**

- 3.1 The Supplier shall, during the Contract Period, provide the Services and make available the Documentation to the Buyer on and subject to the terms of this Call-Off Contract.
- 3.2 In respect of any Software to be provided, the Parties agree that the Software is to be provided by way of "Software as a Service" and the Buyer acknowledges that, as a consequence:
- 3.2.1 it will not be provided with a physical copy of the Software; and
  - 3.2.2 use of the Software is restricted to use by way of "Software as a Service" and the term "Service" or "Services" shall be construed accordingly.
- 3.3 [Where any Documentation is made available to the Buyer online via a hyperlink and such hyperlink either no longer provides access directly to the Documentation in a clear and transparent manner or provides a link to another source (a "broken hyperlink") then the Supplier shall promptly notify the Buyer and the Parties shall update this Call-Off Contract with a variation in writing with a reference to the relevant replacement hyperlink (if any) to replace the broken hyperlink or failing which as otherwise agreed by the Parties in order to facilitate the Buyers access to and use of the Documentation].
- 3.4 [The Supplier shall [ensure] [use commercially reasonable efforts to make] the Services [are] available 24 hours a day, seven days a week, except for:
- (a) Permitted Maintenance carried out during the maintenance window of [10.00 pm to 2.00 am UK time]; and
  - (b) maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Buyer at least [[6] Normal Business Hours'] notice in advance, or as otherwise set out in the agreed Maintenance Schedule.
- 3.5 If the Services availability drops below the required Service Levels specified in Call Off Schedule 14 (Service Levels), the Supplier shall pay to the Buyer Service Credits in the amounts set out in Annex 1 of Call Off Schedule 14 (Service Levels).
- 3.6 Where this Call-Off Contract is on the basis of "consumption as a service", the total quantities or values of the Services that may be required by the Buyer is not guaranteed and Buyer may choose to activate and access any one or more elements of the Services, as set out in the Call Off Order Form, from time to time as required by the Buyer during the Contract Period. Once the Buyer is in receipt of the Services, the Buyer may at any time, at its discretion and without liability, terminate the Services (in whole or in part) in accordance with clause 10 of the Core Terms. The Consumption Charges in respect of the "consumption as a service" model shall be variable, calculated in accordance with the applicable unit rates/fees set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and payable as set out in paragraph 7
- 3.7 The Supplier will, as part of the Services [and at no additional cost to the Buyer], provide the Buyer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy [as set out in the Supplier's Tender and scheduled to this Call Off Contract].

**[Guidance note:** if the Support Services are to be charged separately, the Buyer should amend the above provision accordingly and select the appropriate charging provisions set out below.]



- 3.8 The Buyers Call Off Specification sets out the minimum requirements for any Support Services and where applicable any Service Levels by which the Supplier's overall delivery and performance of the Support Services shall be monitored. The Supplier's Support Services Policy is incorporated into this Call-Off Contract as evidence of the Supplier's solution to the Buyer's requirements. To the extent that the standards or levels of Service set out in Supplier's Support Services Policy exceed those set out in the Call Off Specification, in which case, such higher standards or levels of performance set out in the Supplier's Support Services Policy shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only).]

#### **4. Supplier's obligations**

- 4.1 The Supplier undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care in accordance with Good Industry Practice.
- 4.2 The undertaking at paragraph 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, and without prejudice to Buyer's other rights or remedies, correct any such non-conformance promptly.
- 4.3 This Call-Off Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Call-Off Contract.
- 4.4 The Supplier:
- (a) warrants that the Services are [ISO/IEC 27001 accredited; [SSAE [16][18] SOC 2 certified; and ISAE 3402 certified;]
  - (b) in relation to the Software and the Services shall maintain such accreditation(s) and certifications throughout the Call-Off Contract Period;
  - (c) shall provide to the Buyer with a complete copy of each audit or other report received by the Supplier in connection with such accreditation(s) and certification(s) within 10 Working Days after the Supplier's receipt of such report; and
  - (d) shall [take all reasonable steps] not [to] introduce any Viruses [or Known Vulnerabilities or Latent] Vulnerabilities] into the Buyer's network and information systems via the Services or Licenced Software or otherwise.
- 4.5 The Supplier shall, in providing the Services, comply with Buyer's information security, confidentiality and data protection policies relating to the privacy and security of the Buyer Data as set out in Call Off Schedule 20 (Call Off Specification) or as may be notified by the Buyer from time to time, as such document may be amended from time to time by the Buyer in its sole discretion.
- 4.6 The Supplier shall ensure the Services are compatible with and capable of use on desktop, laptop and mobile devices as set out in the Buyers Call Off Specification.
- 4.7 The Supplier shall supply the Buyer with New Releases (at no additional cost) together with related amendments to the Documentation by no later than such New Releases are generally made available to the Supplier's other customers. The Supplier may make such New Releases available for downloading over the internet and will promptly notify the Buyer when such downloads are available.

- 4.8 The Supplier shall ensure that each New Release shall comply with this Call-Off Contract, including but not limited to the Cybersecurity Requirements and shall mitigate any Known Vulnerabilities and Latent Vulnerabilities affecting the Supplier Software since the last New Release provided under paragraph 4.7.
- 4.9 The Supplier shall not disable the Buyers access to or use of the Services except in accordance with paragraph 2.4 or where the Supplier is otherwise entitled to terminate the Call Off Contract in accordance with clause 10.6 of the Core Terms.

**[Guidance Note:** In the next sections Buyers may need to tailor/select the appropriate provisions depending on the payment metrics of their specific Call-Off Contract, e.g. if the Consumption Charges are on a subscription basis to be calculated by reference to number of Authorised Users or types of Usage units applicable if a “consumption as a service”, Pay as You Go basis, e.g. storage size such as the size of the objects stored at £pence per GB and period of storage, number of transactions or bandwidth.]

## **5. Charges and payment**

- 5.1 The total Charges payable under the Call Off Contract may consist of:
- (a) any charges for implementation/mobilisation which may be payable on satisfactory achievement of a milestone(s) (if applicable);
  - (b) the Consumption Charges, which may include any Additional Services, User Subscriptions and/or excess storage fees if so, required by the Buyer from time to time during the Contract Period;
  - (c) the Support Service Charges (if applicable);
  - (d) charges in respect of any training services, except where otherwise set out in the Call Off Order Form or included within the Services free of charge; and
  - (e) any other charges for goods and/or services provided under this Call-Off Contract as specified in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details),
- less any Delay Payments and/or Service Credits.
- 5.2 The Buyer shall pay the Consumption Charges to the Supplier [for the User Subscriptions] [and the Support Service Charges] in accordance with clause 4 of the Core Terms, this paragraph 5 and the Call Off Order Form or Call-Off Schedule 5 (Pricing Details).
- 5.3 The Consumption Charges are fully inclusive [of all charges for licences, hosting and maintenance services], for the Services and requirements as set out by the Buyer in the Call Off Order Form, including but not limited to, upgrades and/or any New Releases but exclusive of Support Service Charges.
- 5.4 Where specifically referred to in the Charges section of the Call Off Order Form, the parties may agree that specifically identified charging and payment provisions from the Applicable Supplier Terms shall apply to the calculation of the Consumption Charges.

Consumption Charges – paragraphs 5.5 and 5.6 provide for annual advance payments. Advance payments are not mandatory for Buyers to accept, and Buyers may amend these provisions accordingly in their Call Off Order Form.

- 5.5 [Subject to the terms of the Call-Off Contract, the Buyer shall pay the Supplier the annual Consumption Charges on or before the beginning of each Contract Year during the Contract Period.
- 5.6 The Supplier shall be entitled to invoice the Buyer for the annual Consumption Charges no more than three (3) Months prior to the beginning of a Contract Year. The invoice for the Consumption Charges shall become payable by the Buyer no less than one (1) month before the commencement of the relevant Contract Year (unless the Buyer has otherwise given notice to terminate the Call Off Contract in accordance with the terms of this Call Off Contract).]
- Support Services – optional provisions where the Support Service Charges are separate to the Consumption Charges and to be charged monthly in arrears.
- 5.7 The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail or portal ticket system) provided during the Call Off Contract Period shall be included in the Support Service Charges.
- 5.8 Subject to the terms of the Call-Off Contract, the Buyer shall pay the Supplier the annual payment for the provision of the Support Services, each Contract Year during the Call Off Contract Period, as set out in the Call Off Order Form.
- 5.9 In order to receive the annual payment for Support Services, the Supplier shall invoice the Buyer for one twelfth (1/12th) of the relevant annual payment set out in the Call Off Order Form on the last day of each Month of the Contract Period for the Support Services delivered in the preceding Month, and the Buyer shall pay the Supplier in accordance with the terms of this Call-Off Contract.

Consumption Charges on a “Pay as you Go” Usage basis

- 5.10 The Buyer shall pay the Supplier the Consumption Charges and any Support Services Charges (if applicable) arising from its consumption of the Services during the Consumption Period, based on the actual volume/Usage of the Services by the Buyer during the relevant preceding Consumption Period.
- 5.11 At the end of each Consumption Period the Supplier shall submit to the Buyer an invoice in respect of the access to and use of the Services that has been provided by the Supplier to the Buyer in the previous Consumption Period, calculated in accordance with rates set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and which shall include details for the respective Consumption Period and the amount charged in respect of each element of the Services which have accrued in relevant previous Consumption Period. The Supplier shall upon request provide the Buyer with evidence of such consumption/usage upon which the Consumption Charges [and any Support Service Charges] are claimed and/or provide the Buyer with direct access to consumption reports/usage analytics in order to verify the Consumption Charges [and any Support Service Charges].
- 5.12 Where there is an implementation period, the Consumption Charges and any Support Service Charges (where applicable) shall not become payable until after the Buyer has confirmed in writing that the Supplier has achieved all Milestones and, where applicable, all Deliverables have passed the Tests as further described in Call Off Schedule 13 (Implementation and Testing).
- 5.13 The Supplier shall not increase the Consumption Charges [or Support Service Charges] during the [Call Off Initial Period] [the Call Off Contract Period (including any Call Off Optional Extension Period)] (which, for the avoidance of doubt, shall be fixed and not subject to indexation).
- 5.14 **[Guidance Note:** Include one of the following options where the Consumption Charges and/or Support Service Charges are fixed for the Call Off Initial Period only. If the Consumption Charges and/or Support Service Charges are fixed for the duration of the Call Off Period (including any Call Off Optional

Extension Period) this paragraph can be deleted and marked as “not used” or disappplied in the Call Off Order Form] [Subject to paragraph 5.15, the Consumption Charges and Support Service Charges for any Extension Period may be increased or reduced by a percentage not exceeding the increase or reduction (if any) in the **[INSERT INDEX]** in the preceding twelve (12) month period, using the most recently available edition and latest available figure for the percentage increase or decrease in the **[INSERT INDEX]** at the beginning of the last month of the previous Contract Year]. OR [Subject to paragraph 5.15, the Consumption Charges and any Support Service Charges for any Extension Period shall not be increased by more than [INSERT]% of the Consumption Charges and Support Service Charges payable in the previous Contract Year.] **OR** [The Supplier shall be entitled to increase the Consumption Charges, the fees payable in respect of the additional User Subscriptions purchased pursuant to paragraph 2.4 and 6 the Support Service Charges payable pursuant to paragraph 5.8 and/or the excess storage fees payable pursuant to paragraph 5.19 at the start of each Extension Period upon [90] calendar days’ prior notice to the Buyer and the Consumption Charges and Support Service Charges set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) shall be amended accordingly.]

- 5.15 [Where the Supplier is requesting an increase to the Consumption Charges or any Support Service Charges for any Extension Period in accordance with paragraph 5.14, the Supplier shall provide supporting evidence of such increase and shall prove to the satisfaction of the Buyer that such increase is necessary to cover additional costs which it has to meet because of increases in the cost of complying with this Call-Off Contract. In considering any increase to the Consumption Charges or any Support Service Charges for any Extension Period, the Buyer may request, and the Supplier shall provide such additional information and/or evidence as the Buyer requires to analyse the price of the Services.] **[Guidance Note:** if the Consumption Charges/Support Service Charges are fixed for the whole duration of the Call Off Period (including any Call Off Optional Extension Period) this paragraph can be deleted and marked as “not used” or disappplied in the Call Off Order Form]
- 5.16 [Any agreed increase or a reduction in the Consumption Charges and/or any Support Service Charges for an Extension Period under this paragraph 5 must be set out in writing and signed on behalf of both Parties as a Variation to this Call-Off Contract. Any resulting change in the Consumption Charges and/or Support Service Charges for an Extension Period shall apply from the commencement of the applicable Extension Period and thereafter be fixed until the following Extension, if any.] **[Guidance Note:** if the Consumption Charges/Support Service Charges are fixed for the whole duration of the Call Off Period (including any Call Off Optional Extension Period) this paragraph can be deleted and marked as “not used” or disappplied in the Call Off Order Form]
- 5.17 Except as expressly set out in this Call-Off Contract, the Consumption Charges and any Support Service Charges shall include all costs and expenses relating to the provision of the Services. Any costs incurred by the Supplier as a result of additional system or service provision over and above those detailed in the Call Off Specification or as otherwise requested by the Buyer shall be at the Supplier’s own risk.
- 5.18 The Buyer shall on or before the Start Date of the Call Off Contract provide to the Supplier valid, up-to-date and complete approved purchase order information to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.
- 5.19 If, at any time whilst using the Services, the Buyer exceeds the amount of disk storage space specified as required in the Call Off Specification or otherwise in the Documentation, the Supplier shall charge the Buyer, and the Buyer shall pay, the Supplier’s excess data storage fees as set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details).

**6. Changes to number of User Subscriptions**

6.1 Except as may be otherwise set out in the Call-Off Order Form,

- (a) if the Buyer wishes to purchase additional User Subscriptions, the Buyer shall notify the Supplier in writing and the Supplier shall activate the additional User Subscriptions within [NUMBER] days of the Buyer's request; and
- (b) the Buyer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the [Call-Off Order Form or Call-Off Schedule 5 (Pricing Details)] and, if such additional User Subscriptions are purchased by the Buyer part way through the Call Off Initial Period or any Extension Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Call Off Initial Period or then current Extension Period (as applicable).

**[Guidance Note:** There may be scenarios where the Supplier does not require the Buyer to notify the Supplier in advance of any required additional User Subscriptions or for the Supplier to activate any User Subscriptions as and when required by the Buyer. The Buyer may be able to add/activate additional User Subscriptions itself, at any time as and when it requires. The Supplier may specify the intervals at which (a) the Buyer is required to notify the Supplier of any changes to the number of User Subscriptions or (b) the Supplier will audit/assess the Buyers access and usage during the relevant period and notify the Buyer of the number of User Subscriptions that have been used/activated at which point the Supplier will consider whether there are to be any additional charges payable by the Buyer [or any refund due to the Buyer] for the relevant Consumption Period based on the actual Usage by the Buyer. The Buyer should also consider the reconciliation provisions at paragraph 7 below and select which are applicable for their Call Off Contract].

6.2 [In the event the actual number of Authorised Users accessing the Services and Documentation is more than that set out in the Call Off Order Form, and which was used to calculate the annual Consumption Charges, there shall be a reconciliation between the anticipated and actual number of User Subscriptions. Where the Buyer has already made a payment which is less than the actual number of User Subscriptions consumed during the relevant Contract Year (an underpayment), the Buyer shall pay the Supplier the difference between the amount of the Consumption Charges paid and the actual amount payable for the number of User Subscriptions for the relevant Contract Year, within thirty (30) calendar days of being notified by the Supplier or such other period as set out in the Call-Off Order Form.] **[Guidance Note:** if paragraph 6.1 is not used, this paragraph 6.2 may be used]

6.3 Subject to any minimum number of User Subscriptions agreed between the Parties and set out in the Call Off Order Form, in the event the actual number of Authorised Users accessing the Services and Documentation is less than that set out in the Call Off Order Form, and which was used to calculate the annual Consumption Charges, there shall be a reconciliation between the anticipated and actual number of User Subscriptions. Where the Buyer has paid in excess of the actual User Subscriptions consumed during the relevant Contract Year (an overpayment), the Supplier shall credit such overpaid amount towards the Consumption Charges payable by the Buyer for the forthcoming Contract Year (or the Buyer may deduct the relevant amount from the forthcoming Consumption Charges) or where there is no further Contract Year under this Contract refund any such overpaid amount to the Buyer.

6.4 Subject to any minimum number of User Subscriptions agreed by the Parties and set out in the Call Off Order Form, at the end of each Contract Year the Buyer may determine that it requires less User Subscriptions for any forthcoming Contract Year. The Buyer shall, no less than three (3) Months prior

to the end of a Contract Year, give written notice to the Supplier of the reduction in the number of User Subscriptions required for the forthcoming Contract Year. Where there is a reduction in the number of User Subscriptions required by the Buyer there shall be a corresponding reduction in the Consumption Charges payable for the forthcoming Contract Year and for the remainder of the Call Off Initial Period or then current Extension Period (as applicable) unless otherwise further varied in accordance with the terms of this Call-Off Contract.

## 7. Annual Consumption/Usage reconciliation

**[Guidance Note:** If Buyers have an indication of what Additional Services they may require at any time during the Call Off Contract Period (but don't wish to receive and pay for such from the commencement date of the Call Off Contract), the Buyer should consider seeking a price list from the Supplier at the outset for any other optional Additional Services that may be required and to include these within the Call Off Contract. This will provide the Buyer with transparency and certainty in respect of any Consumption Charges that would be payable to the Supplier in the event the Buyer wishes to access any Additional Services)]

- 7.1 Where due to the nature of the Services it is not practicable in a static Call Off Order Form to agree in detail exactly the quantity and rate of consumption of the Services during the Call Off Contract Period or the Buyer has specified that they may, at their discretion, require Additional Services, the indicative annual Consumption Charges set out in the Call Off Order Form shall be an estimate of the Buyers anticipated quantities and rates of consumption (the "**Estimated Consumption Charges**") and the following provisions in this paragraph 7 shall apply.
- 7.2 Where during a Contract Year, the Buyer's consumption is variable and/or the Buyer elects to receive Additional Services there shall (at the interval set out in the Call Off Order Form or otherwise at the end of the Contract Year) be a reconciliation process undertaken to determine the difference between the Estimated Consumption Charges set out in the Call Off Order Form (as may have previously been amended) for the relevant Contract Year and the Actual Consumption Charges payable for all Services (including any Additional Services) accessed and received by the Buyer during the relevant Contract Year. Where the Buyer has accessed any Additional Services part way through a Contract Year, the Actual Consumption Charges payable for any such Additional Services shall be calculated on a pro-rata basis from the date the Buyer's Usage of the Additional Services commenced.
- 7.3 [At the end of each Contract Year (or such other interval specified in the Call Off Order Form), the Supplier shall provide to the Buyer a reconciliation statement, including details of the consumption/Usage or the Buyer, Additional Services the Buyer has accessed and received during the preceding Contract Year, the applicable Consumption Charges for each element of the Services received by the Buyer (by reference to the Supplier's rates/prices tendered for the Call Off Contract) the difference between the Estimated Consumption Charges set out in the Call Off Order Form (as may have previously been amended), the Actual Consumption Charges payable for actual Usage by the Buyer and the amounts (if any) already paid by the Buyer.] **OR** [At the end of each Contract Year (or such other interval specified in the Call Off Order Form), the Buyer shall confirm to the Supplier its Usage and any Additional Services it has accessed and received during the preceding Contract Year. The Supplier shall then provide to the Buyer a reconciliation statement, including details of the Services (including any Additional Services) the Buyer has accessed and received during the preceding Contract Year, the applicable Consumption Charges for each element of the Services received by the Buyer (by reference to the Supplier's rates/prices tendered for the Call Off Contract) the difference between the Estimated Consumption Charges set out in the Call Off Order Form (as may have

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previously been amended), the Actual Consumption Charges payable for actual Usage and the amounts (if any) already paid by the Buyer.]

- 7.4 The Buyer shall, within thirty (30) calendar days of receipt, review any reconciliation statement received from the Supplier. The Buyer shall be entitled to raise any clarification questions and/or request any further information or data from the Supplier regarding the reconciliation statement which shall be promptly provided by the Supplier to the Buyer. The Buyer shall not unreasonably withhold or delay its agreement to the reconciliation statement. Where there is any Dispute in respect of the reconciliation statement, such Dispute shall be referred to clause 34 of the Core Terms.
- 7.5 Where the Buyer agrees to the reconciliation statement this will trigger a reconciliation payment by the Buyer to the Supplier or will trigger a reconciliation payment by the Supplier to the Buyer, as appropriate. Where there is a reconciliation payment due to the Supplier, the Supplier will supply to the Buyer an invoice for the relevant amount and the provisions of clause 4 of the Core Terms will apply. Where there is a reconciliation payment due from the Supplier to the Buyer, the Supplier shall credit such overpaid amount towards the Consumption Charges payable by the Buyer for the forthcoming Contract Year (or the Buyer may deduct the relevant amount from the forthcoming Consumption Charges) or where there this Call Off Contract is expiring or otherwise terminated, to refund any such overpaid amount to the Buyer within thirty (30) days of receipt of an invoice from the Buyer.
- 7.6 Where the Buyer, at its discretion, wishes to continue to receive the Additional Services for any forthcoming Contract Year, the parties shall agree a Variation to the Call Off Contract in accordance with clause 24 of the Core Terms to reflect the scope of Services to be delivered and any corresponding adjustment to the Consumption Charges for the remainder of the Contract Period. Any change to the Consumption Charges shall be effective from the start of the next Contract Year unless otherwise agreed between the parties in the Variation.
- 7.7 Where the charges are based on Estimated Consumption Charges, the Buyer and Supplier may, no less than thirty (30) calendar days prior to the end of a Contract Year, agree the Estimated Consumption Charges for the forthcoming Contract Year and the Call Off Contract shall be amended accordingly. In the event the parties do not agree on any revised Estimated Consumption Charges for the forthcoming Contract Year, the Estimated Consumption Charges shall be based on the most recently agreed Estimated Consumption Charges which shall continue to apply or where this doesn't apply those set out in the original Call Off Order Form.
- 7.8 Any Additional Services that may be required by the Buyer shall be limited to only those which are more of the same as the Services already purchased by the Buyer under the Call-Off Contract or otherwise within the same scope/nature of the Services of the Call-Off Contract and the relevant lot of the CCS Technology Products and Associated Services 2 Framework (RM6098).
- 7.9 [The aggregate value of all Actual Consumption Charges (including Additional Services and/or any additional User Subscriptions) consumed may not [exceed the "contract anticipated potential value" set out in the Call Off Order Form OR result in an increase or decrease of 10% or more of the "contract anticipated potential value" set out in the Call Off Order Form] as at the Commencement Date without the prior written approval of the Buyer's Authorised Representative.]
- 7.10 For the avoidance of doubt, there will be no reconciliation in relation to fixed pricing or where there is unlimited consumption agreed by the parties and set out in the Call Off Order Form.

**8. Exit Costs**

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- 8.1 Save as otherwise explicitly set out in this Call-Off Contract, each Party shall be responsible for their costs involved in the preparation of the Exit Plan and carrying out the respective exit activities detailed in the Exit Plan. The Supplier's Call Off Tender sets out its fees/costs in respect of exit and transition at the end of the Call-Off Contract. The Supplier shall not be entitled to increase its Consumption Charges or any other charges payable under the Call-Off Contract upon invoking and carrying out activities in accordance with the Exit Plan or upon notice of termination of this Call-Off Contract.
- 8.2 Where this Call-Off Contract is terminated prior to expiry of the Initial Period or Extension Period (as applicable), due to Supplier Default, all costs of the Supplier in carrying out the activities detailed in the Exit Plan (including, but not limited to, migrating the Buyer Data to the Buyer or any Replacement Supplier) shall be at the Supplier's own expense.
- 8.3 The Parties acknowledge that the migration of the Services from the Supplier to the Buyer and/or its Replacement Supplier may be phased, such that certain elements of the Services are handed over before others and in such circumstances the Consumption Charges for the Services under this Call-Off Contract may be reduced accordingly.

**9. Proprietary rights**

- 9.1 The Buyer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation [and any training course materials if applicable]. Except as expressly stated in this Call-Off Contract, this Call-Off Contract does not grant the Buyer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Call-Off Contract.
- 9.3 The Supplier hereby grants to the Buyer or shall obtain the direct grant to the Buyer of, a royalty-free, non-exclusive licence to use any Third Party IPR during the Contract Period.
- 9.4 All rights required to be granted under this Call Off Contract shall be granted with effect from, or obtained to take effect from, the Call Off Contract Start Date, or date of creation of the applicable Intellectual Property Right, if later, save for any access or use required by the Buyer for the purposes of undertaking any Tests in accordance with Call Off Schedule 13 (Implementation Plan and Testing). Notwithstanding any licence granted for the purposes of the Tests, the Consumption Charges and any Support Service Charges shall not take effect before the Call Off Contract Start Date.
- 9.5 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Data and Buyer Materials, including the right to grant sub-licences to its Sub-Contractors, provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier in a form reasonably acceptable to the Buyer.
- 9.6 The licence granted in paragraph 9.5 is granted solely to the extent necessary for providing and performing the Services in accordance with this Call-Off Contract. The Supplier shall not use the licensed materials for any other purpose.
- 9.7 In the event of the Termination or expiry of this Call-Off Contract, the rights and licences referred to in paragraph 9.5 shall terminate automatically and the Supplier shall deliver to the Buyer all Buyer Data and Buyer Material licensed to the Supplier pursuant to paragraph 9.5 in its possession or control.



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- 9.8 The Buyer may disseminate and make such further copies of the Documentation as is reasonably necessary for the use of the Services and for training the Buyer's personnel in use of the Services. The Buyer shall ensure that all Supplier's proprietary notices are reproduced in any such copy.
10. Buyer Data
- 10.1 The Supplier acknowledges that the Buyer Data is the property of the Buyer and the Buyer reserves all Intellectual Property Rights which may, at any time, subsist in the Buyer Data.
- 10.2 The Supplier shall not acquire any right in, or title to, any part of the Buyer Data. To the extent that any Intellectual Property Rights in any of the Buyer Data vest in the Supplier by operation of Law, such Intellectual Property Rights are hereby assigned by the Supplier to the Buyer by operation of this paragraph 10.2 immediately upon the creation of such Buyer Data.
- 10.3 The Supplier shall not store, copy, disclose, or use the Buyer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Contract or as otherwise expressly authorised in writing by the Buyer.
- 10.4 The Supplier shall take responsibility for preserving the integrity of Buyer Data which comes into its possession or control and preventing the corruption or loss of Buyer Data. The Supplier shall have in place an appropriate archiving and back-up policy, a copy of which is to be provided to the Buyer and as such policy may be updated by the Supplier from time to time.
- 10.5 The Supplier shall perform secure back-ups of all of the Buyer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Supplier's Disaster Recovery and Business Continuity Plan and Call Off Schedule 8 (Business Continuity and Disaster Recovery).
- 10.6 The provisions of clause 14 of the Core Terms shall apply. References in the Core Terms to "Government Data" shall be construed as references to "Buyer Data".
- 11. Third Party Software Terms**
- 11.1 In the event delivery of the Services requires the use of or installation of any third-party software, the Supplier shall notify the Buyer of such third-party software terms and afford the Buyer reasonable opportunity to review such third-party software terms. Where the Buyer confirms to the Supplier in writing its acceptance to such third-party software terms, the Supplier is hereby authorised to accept such third-party software terms on behalf of the Buyer, which may be in electronic format, embedded in the software, or contained within the software documentation.
- 11.2 With the exception of any pass-through warranties and licences of third-party software as set out in Call Off Schedule 6 (ICT Services), the Buyer's use of third-party software will be governed by the third-party software terms and if there is any conflict or inconsistency between the terms of this Call-Off Contract and the third-party software terms with respect to the third-party software only, then the third-party software terms will take precedence.

## Call-Off Schedule 6 (ICT Services)

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
- "Core Network" the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
- "Defect" any of the following:
- 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 Call Off 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 the relevant Deliverable from passing any Test required under this Contract;

- "Emergency Maintenance" ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
- "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 Call Off 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;
- "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;

|                                 |   |
|---------------------------------|---|
| "Permitted Maintenance"         | 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 Call Off 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 Call Off Schedule 14 (Service Levels) and Documentation; and
    - 4.1.2.3. not infringe any IPR.

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

- 5.1. The Supplier shall:
- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
  - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
  - 5.1.3. ensure that the Supplier System will be free of all encumbrances;
  - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

## 6. Standards and Quality Requirements

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

## 7. ICT Audit

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

## 8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.

- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## 9. Intellectual Property Rights in ICT

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

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

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

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

- a) of its own Existing IPR that is not COTS Software;
  - b) third party software that is not COTS Software
- 9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
  - 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
  - 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- 9.3. **Licenses for COTS Software by the Supplier and third parties to the Buyer**
  - 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
  - 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
  - 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.



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

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

9.3.4.2. will no longer be made commercially available

**9.4. Buyer's right to assign/novate licences**

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

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

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

**9.5. Licence granted by the Buyer**

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

**9.6. Open Source Publication**

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

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

9.6.1.2. based on Open Standards (where applicable),

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

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

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

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

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

- 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
  - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
  - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
  - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

## 9.7. Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
  - 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## 10. Supplier-Furnished Terms

### 10.1. Software Licence Terms

- 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call Off Schedule 6.

- 10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call Off Schedule 6.

**10.2. Software Support & Maintenance Terms**

- 10.2.1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call Off Schedule 6.

**10.3. Software as a Service Terms**

- 10.3.1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call Off Schedule 6.

**As a Service Terms**

- 10.3.2. Additional terms for provision of a devices, utility and consumption models for technology infrastructure generally described as "As a Service" solutions are detailed in Annex E to this Call-Off Schedule 6.

**Customer Premises**

**10.4. Licence to occupy Customer Premises**

- 10.4.1. Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [ and in accordance with Call-Off Schedule 10 (Exit Management)].
- 10.4.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
- 10.4.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
- 10.4.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 10.4.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the

Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

#### **10.5. Security of Buyer Premises**

10.5.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

10.5.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

#### **Buyer Property**

10.6. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

10.7. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

10.8. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

10.9. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

10.10. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

10.11. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

10.12. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

#### **Supplier Equipment**

10.13. Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

- 10.14. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 10.15. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 10.16. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 10.17. 4.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 10.18. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 10.19. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 10.19.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
  - 10.19.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

## **Annex A: Non-COTS Third Party Software Licensing Terms – N/A**

## **Annex B: COTS Licensing Terms**

[Supplier to enter]

## **Annex C: Software Support & Maintenance Terms**

[Supplier to enter]

## **Annex D: Software as a Service Terms**

[Supplier to enter]



## **Annex E: As a Service Terms**

[Supplier to enter]

## Call-Off Schedule 7 (Key Supplier Staff)

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

## **Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – N/A**

## Call-Off Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### 1. Definitions

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

|                                   |   |
|-----------------------------------|---|
| <b>"Breach of Security"</b>       | <p>1 the occurrence of:</p> <ul style="list-style-type: none"> <li>a) any unauthorised access to or use of the 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</li> <li>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,</li> </ul> <p>2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p> |
| <b>"Security Management Plan"</b> | <p>3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>  |

#### 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request

by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

### **3. Security Standards**

- 3.1 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 security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 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.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### **4. Security Management Plan**

#### **4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

#### **4.2 Content of the Security Management Plan**

- 4.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
  - c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites 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;

- d) 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, 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;
- e) 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 provision of the Goods and/or Services and shall 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 Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### **4.3 Development of the Security Management Plan**

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will 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 its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in

accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### 4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
  - b) any change or proposed change to the Deliverables and/or associated processes;
  - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - d) any new perceived or changed security threats; and
  - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
  - b) updates to the risk assessments; and
  - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the 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.

#### 5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

- 5.2.1 changes immediately take all reasonable steps (which shall include any action or 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 to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 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 Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **Part B: Long Form Security Requirements – N/A**



## Call-Off Schedule 10 (Exit Management)

### 1. Definitions

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

|                               |  |
|-------------------------------|--|
| <b>"Core Network"</b>         | the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract; |
| <b>"Core Network Assets"</b>  | the assets used in the provision of the Core Network;  |
| <b>"Exclusive Assets"</b>     | Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;  |
| <b>"Exit Information"</b>     | has the meaning given to it in Paragraph 3.1 of this Schedule;   |
| <b>"Exit Manager"</b>         | the person appointed by each Party to manage their respective obligations under this Schedule;   |
| <b>"Exit Plan"</b>            | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;   |
| <b>"Net Book Value"</b>       | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);          |
| <b>"Non-Exclusive Assets"</b> | those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;   |
| <b>"Registers"</b>            | the register and configuration database referred to in Paragraph 2.2 of this Schedule;   |
| <b>"Replacement Goods"</b>    | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;  |
| <b>"Replacement Services"</b> | any services which are substantially similar to any of the Services and which the Buyer receives   |

|  |   |
|--|---|
|  | in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;  |
| <b>"Termination Assistance"</b>        | a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;<br>b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and<br>c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| <b>"Termination Assistance Notice"</b> | has the meaning given to it in Paragraph 5.1 of this Schedule;  |
| <b>"Termination Assistance Period"</b> | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;   |
| <b>"Transferable Assets"</b>           | Exclusive Assets which are capable of legal transfer to the Buyer;  |
| <b>"Transferable Contracts"</b>        | Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;   |
| <b>"Transferring Assets"</b>           | has the meaning given to it in Paragraph 8.2.1 of this Schedule;  |
| <b>"Transferring Contracts"</b>        | has the meaning given to it in Paragraph 8.2.3 of this Schedule.  |

## 2. Supplier must always be prepared for contract exit

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

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-

contracts and other relevant agreements required in connection with the Deliverables; and

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

("Registers").

- 2.3 The Supplier shall:

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

- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

### **3. Assisting re-competition for Deliverables**

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").

- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) 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 (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

### **4. Exit Plan**

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

- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working

Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

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

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
  - (a) 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
- 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 initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
  - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation
- 5.5 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## 6. Termination Assistance Period

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

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

## **7. Obligations when the contract is terminated**

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
  - 7.2.1 vacate any Buyer Premises;
  - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
  - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
    - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
    - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

**8. Assets, Sub-contracts and Software**

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
  - 8.1.2 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables excluding the Core Network; or
  - 8.1.3 (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 excluding the Core Network 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 (excluding the Core Network) or the Replacement Goods and/or Replacement Services (excluding the Core Network).
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
  - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The

Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

**8.7 The Buyer shall:**

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

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

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

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

**9. No charges**

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

**10. Dividing the bills**

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

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

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

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



**Call-Off Schedule 11 (Installation Works) N/A**

**Call-Off Schedule 12 (Clustering) – N/A**

**Call-Off Schedule 13 (Implementation Plan and Testing) N/A**

**Call-Off Schedule 14 (Service Levels) N/A****Call-Off Schedule 15 (Call-Off Contract Management)****1. Definitions**

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

|                            |  |
|----------------------------|--|
| <b>"Operational Board"</b> | the board established in accordance with paragraph 4.1 of this Schedule; |
| <b>"Project Manager"</b>   | the manager appointed in accordance with paragraph 2.1 of this Schedule; |

**2. Project Management**

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

**3. Role of the Supplier Contract Manager**

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself;  
and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

**4. Role of the Operational Board**

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

**5. Contract Risk Management**

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

**Annex: Contract Boards** the Parties agree to operate the following boards at the locations and at the frequencies set out as per Schedule 20 (Statement of requirement):

## **Call-Off Schedule 16 (Benchmarking) N/A**

## Call-Off Schedule 17 (MOD Terms)

### 1 Definitions

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

**"MOD Terms and Conditions"** the terms and conditions listed in this Schedule;

**"MOD Site"** shall include any of Her Majesty's Ships or Vessels and Service Stations;

**"Officer in charge"** shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

### 2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such

transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

### **3 DEFCONS and DEFFORMS**

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.
- 3.3 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

### **4 Authorisation by the Crown for use of third party intellectual property rights**

- 4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## Annex 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

### DEFCONS

| DEFCON Number | Edition  | Description  |
|---------------|----------|--|
| DEFCON 5J     | 18/11/16 | Unique Identifiers   |
| DEFCON 76     | 11/22    | Contractor's Personnel at Government Establishments  |
| DEFCON 129J   | 18/11/16 | The Use of The Electronic Business Delivery Form   |
| DEFCON 513    | 07/24    | Value Added Tax  |
| DEFCON 516    | 04/12    | Equality   |
| DEFCON 518    | 02/17    | Transfer   |
| DEFCON 520    | 10/23    | Corrupt Gifts and Payments of Commission   |
| DEFCON 522    | 11/21    | Payment and Recovery of Sums Due   |
| DEFCON 531    | 09/21    | Disclosure of Information  |
| DEFCON 532B   | 12/22    | Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)  |
| DEFCON 534    | 02/25    | Subcontracting and Prompt Payment  |
| DEFCON 537    | 12/21    | Rights of Third Parties  |
| DEFCON 539    | 02/25    | Transparency   |
| DEFCON 550    | 02/14    | Child Labour and Employment Law  |
| DEFCON 566    | 04/24    | Change of Control of Contractor  |
| DEFCON 604    | 06/14    | Progress Reports   |
| DEFCON 642    | 07/21    | Progress Meetings  |
| DEFCON 658    | 07/25    | Cyber Reference: RAR-250703A07. Further to DEFCON 658 the Cyber Rating of the Contract is 'Not Applicable', as defined in Def Stan 05-138. |
| DEFCON 659A   | 02/24    | Security Measures  |
| DEFCON 660    | 12/15    | Official-Sensitive Security Requirements   |
| DEFCON 671    | 10/22    | Plastic Packaging Tax  |

|  |              |   |
|--|--------------|---|
| <b>DEFCON 694</b>  | <b>04/25</b> | <b>Accounting for Property of the Authority</b>         |
| <b>DEFFORM Number</b>  |              | <b>Description</b>                                      |
| <b>DEFFORM 129J</b>  | <b>09/17</b> | <b>The Use Of The electronic Business Delivery Form</b> |
| <b>The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <a href="https://www.gov.uk/guidance/knowledge-in-defence-kid">https://www.gov.uk/guidance/knowledge-in-defence-kid</a></b> |              |   |

**DEFFORMs (Ministry of Defence Forms)**

| <b>DEFFORM No</b> | <b>Version</b> | <b>Description</b>   |
|-------------------|----------------|--|
| DEFFORM 129J      | 02/16          | The Use of the electronic Business Delivery Form and Explanatory Notes |
| DEFFORM 532       | 10/10          | Personal Data Particulars  |
| DEFFORM 539A      | 01/22          | Tenderers's Sensitive Information                                      |



## Call-Off 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 Contract.

### 2. Definitions

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

### 3. Relevant Convictions

3.1.1 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.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),  
and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

## **Annex 1: Relevant Convictions**

Any conviction passed in a Court of Law.

## **Call-Off Schedule 19 (Scottish Law) – N/A**

## Call-Off Schedule 20 (Call-Off Specification)

### STATEMENT OF REQUIREMENT (SOR) – PROVISION OF ARCSIGHT TECHNICAL SUPPORT FOR AHE SOC

#### **Purpose**

To conform to Cyber Defence and Risk (CyDR) security accreditation agreements for the Army Hosting Environment (AHE), Army Digital Service (ADS) and 605 Sig Sqn has established a Security Operating Centre (SOC) to monitor and detect real-time activity on the AHE to protect against internal and external security threats. There is an urgent need to invest in support to manage the current Security Information and Event Management (SIEM) tool, ArcSight, and its wider tool suite to ensure the SOC remains compliant with CyDR.

#### **Background**

The AHE SOC uses ArcSight as its SIEM tool to identify security events on the AHE network as a response to the growing threat of cyber-attacks. Due to the nature of the Cyber threat landscape and the growth of the AHE, the SOC require specialist support to ensure continued maturation of its services.

An area of focus is growing the adoption of ArcSight within AHE, ensuring required log sources are onboarded and that the SOC tooling is aligned to meet organisational priorities. Specialist support in this area will be valuable, augmenting with the in-place SOC analyst team and growing their skillset in parallel.

#### **Objectives**

- Develop/create new use cases that focus on protecting the AHE against the insider threat, malware & data loss prevention.
- Implement triage and tuning content processes, and/or updates to such document sets.
- Provide engineering support and recommendations tailored to the AHE ArcSight deployment (patching/issue resolution/upgrading).
- Recommend SOC good practice for metrics, (internal and external) reporting and associated dashboards. Investigate requirements and recommend design for metrics, dashboards and reporting. Where agreed, within available time, implement dashboards to support requirements and design.

#### **Scope**

A support package for the SIEM tool is required to implement the objectives (stated above). The vendor/contractor is required to hold a minimum of SC clearance to gain access to Army HQ, Andover. The vendor/contractor will be required to conduct the support during working hours (Mon – Fri 0800 -1700hrs). The contractor must begin work on no later than 19/09/2025 for a duration of 12 months until 18/09/2026 (end of core

contract), there will be an UNFUNDED Option Period 19/09/2026 of up to 12 months to no later than 18/09/2027.

### **Requirements**

The information below sets out the essential requirements of the support package. Depending on classification, the work can be conducted remotely (via AHE Thin Client) or at AHQ Andover SOC only. Work location will be dependent on the requirements of each task.

An estimated 80 days per year are required to deliver (but not limited to) the following:

1. **Build/develop Use Case - estimated duration**

Develop use case and facilitation, threat modelling and translation of operational requirements into ArcSight Activate Framework attack vectors. Focus on supporting the development of Insider Threat & Data Loss Prevention use cases to demonstrate the process used by SOC analysts.

2. **Dashboard and Report creation - estimated duration**

Develop ArcSight reporting, supporting retrieval of metrics against current MITRE ATT&CK & NIST frameworks.

3. **Use Case Implementation Support - estimated duration**

Assist SOC analysts in building future use cases, enable effective knowledge and skills transfer. Additionally, support Use Cases and workflow creation in ArcSight SOAR, assisting with the SOC drive for automation.

4. **ArcSight engineering support and recommendations**

Provide specialist support to assist in the remediation of any issues relating to the ArcSight suite, to include onboarding of new log sources & parser support, working with the SOC analysts to upskill in this area. Furthermore, provide support and guidance reference any ArcSight upgrades and patching to ensure AHE SOC continue to benefit from an optimised ArcSight deployment. Issue resolution.

5. **On the job training provision**

Identify any training opportunities for the SOC analyst team, pertinent to the in-place SOC tooling. Prepare and deliver such training where appropriate or agreed with AHE SOC Manager.

6. **Proactive support and guidance in the event of a critical Security incident**

Assist in applying any SOC tooling mitigations where appropriate (patches/new use cases/reporting), in the event of a critical security incident.

### **Outputs/deliverables/Support & Maintenance**

**A total of 80 days can be utilised against the following deliverables. These days can be allocated as required for deliverables 1 to 6.**

1. **Development of Use Case:**

Initial work package meeting to agree support package schedule. Approximately 20 days to build and implement new use cases. This will require various KSE to activate the attack vectors with the SIEM tool.

2. **Use Case Implementation Support:**

Assist/support SOC analysts in building new/future use cases. Implement measures to prevent data loss within the AHE.

3. **Dashboard and Report creation:**

Develop logger reports to support GPG13 work at the Deter level. Create dashboards to visualise SOC requirement and protective monitoring.

4. **ArcSight engineering support/maintenance and recommendations:**

Specialist support to assist in the remediation of any issues relating to the ArcSight suite.

Days support the SOC with any ArcSight upgrades and patching to ensure AHE SOC continue to benefit from an optimised ArcSight deployment. Issue resolution.

**5. On the job training provision:**

Identify any training opportunities for the SOC analyst team, pertinent to any new or in place SOC tooling.

**6. Proactive support and guidance in the event of a critical Security incident:**

Support the SOC with tooling mitigations where appropriate (patches/new use cases/reporting).

Authority reserves the right to adjust the use of days as required against deliverables.

**Validation**

Validation/acceptance will be conducted by The Authority's senior SOC analysts and/or management team, ADS, after each objective. Once the requirement/objective have been achieved/accepted, then the vendor will be able to move on to the next requirement. Once completed, the final payment will be made to the vendor.

Upon completion of the support package the contractor is to hand over any documentation relating to the AHE/SIEM tool to ADS/TDO.

Depending on classification, meetings may be held online or AHQ.

Depending on classification, support work will be delivered via AHE thin client or at AHQ.

AHQ is Army Headquarters, Ramillies Building, Marlborough Lines, Andover, Hampshire, SP11 8HJ and virtually via secure methods.

**TRAVEL AND SUBSISTENCE**

Travel and Subsistence (T&S) must be in line with the MOD expenses policy. (see Joint Schedule 13: Expenses Policy). **Not Applicable**

**Intellectual Property Rights (IPR)**

The IPR of ArcSight belongs to MicroFocus, however, ADS/605 have been granted access to use the tool within their AHE SOC. The support provided by the vendor for this requirement will enable the personnel to utilise the tool to greatest effect, and the knowledge and experience gained through this additional support will be retained by the Army.

**Security**

The contract will be required to working to Official Sensitive. A Security Aspect Letter (SAL) have been included for the suppliers Data Pack.

**IR35**

The MOD is required to inform the Supplier whether the off-payroll rules apply or not, and in so doing is also required to provide the reasons for reaching the outcome.

We have assessed that under the Intermediaries legislation, the Off-payroll working rules do not apply to this engagement.

This decision has been derived by assessing the requirement in full utilising the following criteria:

| Consideration |   | Indicators of a supply of a managed service  |
|---------------|---|--|
| 1             | How are the deliverables articulated?     | Deliverables will be outcome based with the detail of the outcomes clearly specified in the contract with the Supplier.                  |
| 2             | Who do you articulate the deliverable to? | Deliverables will be articulated to the Supplier. The Supplier will tell the worker(s) what is required of them to deliver the contract. |

|   |   |  |
|---|---|--|
| 3 | Is the worker under the day to day direction or control of MOD or Supplier? | The worker will be under the day to day direction and control of the Supplier.   |
| 4 | Who does MOD go to if there is an issue with the quality of service?        | MOD will raise quality or non-delivery issues with the Supplier not the resource.  |
| 5 | Where does the risk of failure sit?   | The Supplier will be held accountable for non-delivery of the requirements specified in the contract.                                    |
| 6 | Are you looking to hire a specific worker?                                  | MOD will not care who the Supplier sends to perform the work / deliver the service as long as the appropriate SQEP resource is provided/ |

**Approach**

The contractor must have a minimum of Security Clearance (SC) to work within the Army environment.

The contractor must have a good understanding of the AHE to ensure that the support package meets the required objectives. The contract will be required to spend time within the ADS/605 teams to fully understand the AHE and the overall requirement.

The contractor must also have the specific knowledge, skills and experience to implement use cases in the ArcSight tool and the knowledge of how to exploit the information within it to support ADS/605.

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

Changes to the way in which the Services are to be delivered must be brought to the Authority's attention immediately, must be agreed between supplier, project manager (desk officer) and/or commercial officer and must be signed by both parties by way of Contract Amendment / prior to any changes being implemented.

**Contract Management**

A contract initiation meeting will be required at the start of the contract to ensure all personnel understand their obligations and responsibilities and to set out the expectations for the requirement.

Weekly meetings will be held with the vendor/contractor to ensure key milestones are being met and to ensure that acceptance tests are conducted by ADS Management or ADS technical consultation.

Quarterly stakeholder and commercial review meetings.

A final meeting will be arranged once the work has been carried out and completed to ensure a smooth transition for the ADS/605 personnel. This meeting will cover the objectives and completion of the requirement and will be linked to the payment plan.

**End of contract/Exit strategy**

There is no requirement for further support at the end of the contract. Upon completion of the support package the contractor is to hand over any documentation relating to the AHE/SIEM tool to ADS/TDO. Depending on classification, the work can be conducted remotely (via AHE Thin Client) or at AHQ SOC only. Work location will be dependent on the requirements of each task.

**Call-Off Schedule 21 (Northern Ireland Law) – N/A**

**Call-Off Schedule 22 (Lease Terms) – N/A**

**Call-Off Schedule 23 (HRMC Terms) – N/A**



## **Call-Off Schedule 24 - Exit Plan**

The Buyer and the Supplier will agree an exit plan during the Call-Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all whenever there are material changes to the Services. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

This Call Off Contract is for the provision of Arcsight technical support to the AHE SOC. As such there is no requirement for further support upon expiry of the Call Off Contract to ensure continuity of service, and therefore no formal exit strategy has been requested.

Upon completion of the Call Off Contract, the Supplier will hand over any documentation relating to the AHE SOC/SIEM tool to the Buyer.

The offboarding plan for this Call-Off Contract is a written Closure Report and a meeting between the Buyer and Supplier staff summarising the topics covered during the engagement and any agreed next steps. For clarity this will form part of the Services and is included in the price set out in the Call-Off Contract value

## Schedule 25 - Monthly Statement of Work Template

**Key Performance Indicators (KPI's)**

|          |          |
|----------|----------|
| <b>1</b> | <b>2</b> |
| <b>3</b> | <b>4</b> |

**Service xxx – Date from.....Date to.....**  
**Deliverables**

|          |      |                          |           | Days booked per role |           |            |                    |              |             |
|----------|------|--------------------------|-----------|----------------------|-----------|------------|--------------------|--------------|-------------|
| Ser      | Task | Description /Deliverable | Timescale | Role A               | Days used | Completion | Benefits delivered | Cost of task | % completed |
| <b>1</b> |      |                          |           |                      | <b>0</b>  |            |                    | <b>£0.00</b> |             |
| <b>2</b> |      |                          |           |                      | <b>0</b>  |            |                    | <b>£0.00</b> |             |
| <b>3</b> |      |                          |           |                      | <b>0</b>  |            |                    | <b>£0.00</b> |             |

**Signatures and Approvals****Agreement of this SOW**

BY e-SIGNING this Statement of Work, the Parties agree that it shall be legally binding on the Parties:

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