

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

### **Order Form**

CALL-OFF REFERENCE: RM6175-2022-10025944

THE BUYER: Care Quality Commission

BUYER ADDRESS 2 Redman Place, Stratford, London, E20 1JQ

THE SUPPLIER: Iron Mountain (UK) PLC

SUPPLIER ADDRESS: Ground Floor, 4 More London Riverside, London, SE12AU

REGISTRATION NUMBER: 0147850

DUNS NUMBER: 227294949

SID4GOV ID: N/A

#### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 1 May 2022.

It's issued under the Framework Contract with the reference number RM6175 for the provision of Records Information Management, Digital Solutions and Associated Services.

#### **CALL-OFF LOT(S):**

Lot 5 – Combined Digital Workflow, Cloud Based Hosting and Records Information Management Services.

**CALL-OFF INCORPORATED TERMS**

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6175**
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6175**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 13 (Continuous Improvement)
    - Joint Schedule 14 (Benchmarking)
  - Call-Off Schedules for **RM6175**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6175**

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

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:  
None

CALL-OFF START DATE:	<b>1 May 2022</b>
CALL-OFF EXPIRY DATE:	<b>30 April 2023</b>
CALL-OFF INITIAL PERIOD:	<b>12 Months with an option to extend for a further 12 Months</b>

**CALL-OFF DELIVERABLES**

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

#### MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £40,394.12

#### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

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

- Indexation

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

BACS – Monthly in arrears

#### BUYER'S INVOICE ADDRESS:

Care Quality Commission  
T70 Payables F175  
Phoenix House  
Topcliffe Lane  
Wakefield  
West Yorkshire  
WF3 1WE

[Email: Accountspayable@cqc.org.uk](mailto:Accountspayable@cqc.org.uk)

#### BUYER'S AUTHORISED REPRESENTATIVE

██████████  
Senior Commercial Lead, Commercial & Contracts

████████████████████  
Floor 4, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA

#### BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Sector Head

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Strategic Account Manager

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

Strategic Account Manager

[REDACTED]

KEY SUBCONTRACTOR(S)

CitySprint (UK) Limited  
eCourier - Revisecatch Limited  
UPS Limited  
Shred-IT Limited  
Supplier Group Affiliates

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

## ADDITIONAL INSURANCES

Not applicable

## GUARANTEE

Not applicable

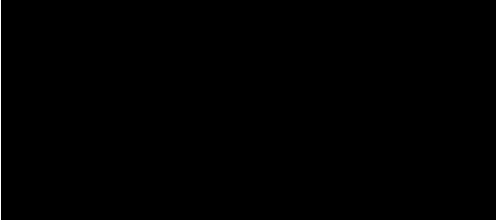
## SOCIAL VALUE COMMITMENT

Not applicable

**IN WITNESS** of which this Contract has been duly executed by the parties.

**SIGNED** for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

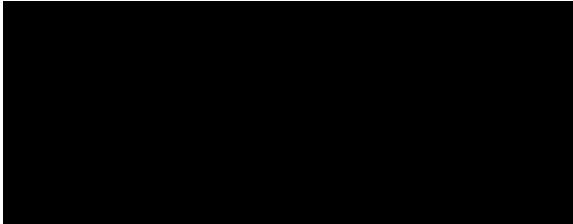


Job Title/Role: Director of Technology

Date Signed: 25/07/2022

**SIGNED** for and on behalf of **TBC**

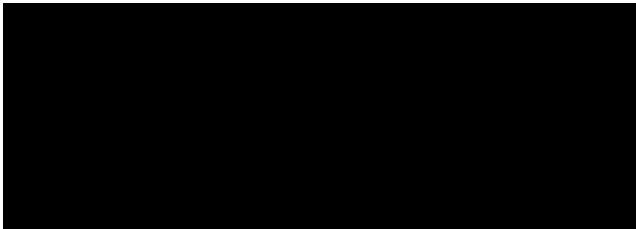
Authorised Signatory 1:



Job Title/Role: Head Of Customer Care

Authorised Signatory 2:

Date Signed: 21/07/22



Job Title/Role: Head of Public Sector

Date Signed: 21/07/2022

## Joint Schedule 1 (Definitions)

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

1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

<b>Absolute Exemption</b>	means if information is captured by one of these there is no obligation under the Freedom of Information Act for the Buyers to release the Sensitive information identified within the Record and is therefore not subject to undertaking the Public Interest Test.
<b>Account Management</b>	means the Supplier's nominated person who is responsible for ensuring the successful delivery of Suppliers Record Management Service to Buyers.
<b>Achieve</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>Action Plan</b>	means a document that lists what steps must be taken in order to achieve a specific goal. The purpose of an Action Plan is to clarify what resources are required to reach the goal, formulate a timeline for when specific tasks need to be completed and determine what resources are require.
<b>Active Records</b>	means a Record which is still actively being used and are usually referenced to on a daily or monthly basis.
<b>Appraisal and Selection</b>	means the identification of Records containing historical information and selecting those Records for permanent preservation
<b>Additional Insurances</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);

<b>Admin Fee</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees;">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees;</a>
<b>Affected Party</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>Affiliates</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Annex</b>	extra information which supports a Schedule;
<b>Approval</b>	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
<b>Audit</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> </ul>

	<p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>Auditor</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>Authority</b>	CCS and each Buyer;
<b>Authority Cause</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>BACS</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>Beneficiary</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>Bulk</b>	means a large amount of Records or Data
<b>Bulk Scanning</b>	means an agreement between Buyers and the Supplier to undertake specified Scanning project within a specified timeframe.
<b>Buyer</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>Buyer Assets</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>Buyer Authorised Representative</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>Buyer Premises</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);

<b>Call-Off Contract</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>Call Off Contract Manager</b>	means the Supplier's Contract Manager appointed to manage the Buyer's contract.
<b>Call-Off Contract Period</b>	the Contract Period in respect of the Call-Off Contract;
<b>Call-Off Expiry Date</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Incorporated Terms</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>Call-Off Initial Period</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>Call-Off Optional Extension Period</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>Call-Off Procedure</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>Call-Off Special Terms</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>Call-Off Start Date</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Tender</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>Cataloguer</b>	means Supplier Personnel which shall extract information from a specific Record bringing to a specific standard and determining the description for a Record from which Metadata can be searched later using descriptions from within catalogues.
<b>Cataloguer Project Manager</b>	means the Project Manager who oversees the Cataloguer
<b>Catalogue Service Cataloguing Service</b>	means the process of extracting information form a specific Record and bringing a listing to a specific standard, determining a description for that Record from which metadata can then be searched later using descriptions and titles.
<b>CCS</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>CCS Authorised Representative</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

<b>Central Government Body</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<b>Change in Law</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>Change of Control</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>Charges</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>Civil Service Year Books</b>	means an annual reference guide to the British Civil Service and Non-Departmental Buyer.
<b>Claim</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>Clinic</b>	means a location or department within a hospital designed for treatment of outpatients.
<b>Closed</b>	means a Record shall be transferred to The National Archives although withheld from release for a specified time as it is considered to contain Sensitive information which is protected by legal Exemption(s) and whose closure has been approved by the Secretary of State for Culture, Media and Sport on the advice of the Advisory Council on National Records and Archives (ACNRA).
<b>Commercially Sensitive Information</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>Comparable Supply</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Compliance Officer</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>Confidential Information</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including

	IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>Conflict of Interest</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>Consumables</b>	means goods that need to be replenished in accordance with this Framework Schedule 2.
<b>Contract</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Manager</b>	to Buyers on a minimum of a monthly and quarterly basis detailing any key issues or risks which the Supplier feels the Authority (Framework Contract level) or Buyer's (Call Off Contract level) should be aware of and progress against previously agreed key initiatives and actions.
<b>Contract Period</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
<b>Contract Value</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>Control</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
<b>Controller</b>	has the meaning given to it in the GDPR;
<b>Core Terms</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:  e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions;

	<p>iv) car allowances;</p> <p>) any other contractual employment benefits;</p> <p>v) staff training;</p> <p>vi) work place accommodation;</p> <p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>e) taxation;</p> <p>f) fines and penalties;</p> <p>l) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>m) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>CRTPA</b>	the Contract Rights of Third Parties Act 1999;
<b>Dashboard Report</b>	means a high level performance report, utilising graphs and charts to indicate trends and variances in performance, covering a period to be specified.
<b>Data</b>	means Data relating to Records within the Scanning Service (Off and/or On-Site).

<b>Data Protection Impact Assessment</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>Data Protection Legislation</b>	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>Data Protection Liability Cap</b>	the amount specified in the Framework Award Form;
<b>Data Protection Officer</b>	has the meaning given to it in the GDPR;
<b>Data Subject</b>	has the meaning given to it in the GDPR;
<b>Data Subject Access Request</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>Deductions</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>Default</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>Default Management Charge</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>Delay Payments</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>Deliverables</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>Delivery</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
<b>Departmental Appraisal</b>	means the process of identifying Records containing historical information by reviewing Records as per the Buyer's organisational structure e.g. finance, HR and policy departments
<b>Departmental Records Officer</b>	means the Buyer's representative who is responsible for all information the organisation creates and holds, and understands the value of that information from a business and legal perspective

<b>Deputy Framework Manager</b>	means the person(s) who deputises for the Framework Manager
<b>Destruction</b>	means the final stage whereby a Record which is no longer worthwhile or needed in terms of administrations, research or law is sorted and disposed of in accordance with set procedures.
<b>Destruction Certificate</b>	means the documentation which the Supplier is required to produce to accompany all Destructions (Physical or electronic, single Destruction or Bulk Destruction) of Buyers Records.
<b>Destruction Date</b>	means the day, the month or the year upon which a Record which is no longer worthwhile or needed in terms of administrations, research or law is sorted and disposed of in accordance with set procedures.
<b>Digital/ Digitising</b>	(Records) means the process to convert a Records into a digital format enabling it to be processed by a computer.
<b>Dip Sample</b>	means a selection of a random sample of Records
<b>Disclosure and Barring Service (DBS)</b>	means the Disclosure and Barring Service (DBS) which is a non departmental authority of the Home Office of the United Kingdom.
<b>Disclosing Party</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>Disposal</b>	means the point in a Records lifecycle when they are either transferred to an archive or destroyed and is undertaken in accordance with clearly established policies which have been formerly adopted by Buyers.
<b>Dispute</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>Dispute Resolution Procedure</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>Documents Repository System (DRS)</b>	means the system utilised by Buyers and the Supplier to store and electronically re-call scanned records. The DRS stores and manages scanned Images, Records and other types of documents.
<b>Document Storage Solution Development</b>	means the process of constituting a new stage or a change in situation for a space which is devoted to the overflow storage of document files in any media
<b>Documentation</b>	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy

	<p>or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> <li>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</li> <li>b) is required by the Supplier in order to provide the Deliverables; and/or</li> <li>c) has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>
<b>DOTAS</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>DPA 2018</b>	the Data Protection Act 2018;
<b>Due Diligence Information</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date</b>	the date on which the final Party has signed the Contract;
<b>EIR</b>	the Environmental Information Regulations 2004;
<b>Electronic Invoice</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>Electronic Retrieval</b>	means the activity of electronically obtaining information resources relevant to an information need End to End means the full lifecycle of Scanning Services, from intake to Destruction activity and any residual activity resulting from the Records destruction.
<b>Employment Regulations</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>End Date</b>	<p>the earlier of:</p> <ul style="list-style-type: none"> <li>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</li> <li>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</li> </ul>
<b>End to End</b>	means the full lifecycle of Scanning Services, from intake to Destruction activity and any residual activity resulting from the Records destruction.

<b>Entry Strategy</b>	means Supplier's plan to manage the Intake of the Buyer's Records and/or Boxes in line with requirements stated at Call Off stage.
<b>Environmental Policy</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>Equality and Human Rights Commission</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Equipment</b>	means the Equipment required by the Supplier to undertake the Services it has been contracted to perform.
<b>Estimated Year 1 Charges</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>Estimated Yearly Charges</b>	means for the purposes of calculating each Party's annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>Exempt Buyer</b>	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; iv) the Concession Contracts Regulations 2016 (SI 2016/273); ii) the Utilities Contracts Regulations 2016 (SI 2016/274); iii) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); iv) the Remedies Directive (2007/66/EC); v) Directive 2014/23/EU of the European Parliament and Council; vi) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;

<b>Exempt Call-off Contract</b>	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
<b>Exempt Procurement Amendments</b>	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
<b>Exemptions</b>	means the reasons to withhold information
<b>Existing IPR</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>Exit Day</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>Exit Strategy</b>	means Supplier's plan to manage the Permanent Withdrawal or all Records and/or Boxes in line with Call Off Agreement agreed which shall include timeline and costs.
<b>Expiry Date</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>FOIA</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>Force Majeure Event</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any willful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> <li>a) riots, civil commotion, war or armed conflict;</li> <li>b) acts of terrorism;</li> <li>c) acts of a Central Government Body, local government or regulatory bodies;</li> <li>d) fire, flood, storm or earthquake or other natural disaster,</li> </ul>

	but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
<b>Force Majeure Notice</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>Framework</b>	means this agreement consisting of the core terms and all associated schedules
<b>Framework Award Form</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract</b>	the framework established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>Framework Contract Period</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>Framework Expiry Date</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>Framework Manager</b>	means the person(s) who is suitably experienced and who is responsible for ensuring that all the requirements of the Framework Agreement are met or exceeded and must be familiar with all aspects of the Framework Agreement.
<b>Framework Optional Extension Period</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>Framework Price(s)</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>Framework Special Terms</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>Framework Start Date</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>Framework Tender Response</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>Further Competition Procedure</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>GDPR</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>General Anti-Abuse Rule</b>	e) the legislation in Part 5 of the Finance Act 2013 and; and

	f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>General Change in Law</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>Goods</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
<b>Good Industry Practice</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>Government</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>Government Buying Standards (GBS)</b>	means the set of standards the Government buyers must follow and the information about sustainable procurement and how it should be applied when buying goods and services.
<b>Government Data</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</li> </ul>
<b>Government Security Classification Policy</b>	means the system for classifying sensitive government Data in the United Kingdom.
<b>Government Social Values</b>	means the way the Government buyers applies its thought processes around how scarce resources are allocated and used. It involves looking beyond the price of each individual Contract and looking at what the collective benefit to a community is when Buyers choose to award a Contract.
<b>Guarantor</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>Halifax Abuse Principle</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>High Level Appraisal Methodology</b>	means the methodology defined by the Buyer in order to undertake a High Level Appraisal of its Records

<b>Highlight Report</b>	means a report which is sent by the Supplier's Framework Manager and Call Off
<b>HMRC</b>	Her Majesty's Revenue and Customs;
<b>ICT Policy</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>Impact Assessment</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>c) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>d) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>Implementation Plan</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>Implementation Plan (IP)</b>	means a plan which is to be agreed between Buyers and Supplier after Contract Award, detailing the plan to implement the new service provision while also detailing actions, deliverables and timescales.
<b>Implementation Period</b>	means the period of time agreed to implement the Contract and/or Service prior to Contract commencement date.
<b>Inactive Records</b>	means a Record which is no longer referenced on a regular basis, but must be kept for administrative, historical or legal purposes and is therefore stored in a less accessible place since it is not used frequently.
<b>Indemnifier</b>	a Party from whom an indemnity is sought under this Contract;
<b>Independent Control</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and " <b>Independent Controller</b> " shall be construed accordingly;

<b>Indexation</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>Induction</b>	Means an event attended by the Buyer and Supplier. The purpose of the event is for the Buyer to share details of the information sources required to be utilised by the Supplier in order to conduct the services on behalf of the Buyer.
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>Initial Period</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>Insolvency Event</b>	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p>

	<p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>Installation Works</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>Intellectual Property Rights or IPR</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>Internal Workflow</b>	Means a sequence of processes through which a piece of work or a document passes from initiation to completion.
<b>Inventory Management</b>	means a list and or report detailing the description and or movement of a Record.
<b>Inventory Software</b>	means a computer-based system for tracking inventory levels, orders and movements of goods
<b>Invoicing Address</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;

<b>IPR Claim</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>IR35</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>Joint Controller Agreement</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>Joint Controllers</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>Key Staff</b>	the individuals (if any) identified as such in the Order Form;
<b>Key Sub-Contract</b>	each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor</b>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</li> <li>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</li> </ul> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
<b>Know-How</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>Law</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>LED</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>Lister</b>	means the Supplier Personnel who will transcribe and input information from a Record into a list.

<b>Lister Project Manager</b>	means the Project Manager who oversees the Lister and Lister Service.
<b>Listing Service</b>	means the process of transcribing and inputting information from a Record into a list which shall then be transposed into a Catalogue template
<b>Loose Filing</b>	means when a Patient's Record is not available during the Patient's appointment therefore a temporary Record is compiled and then subsequently enclosed within the original Patient Record.
<b>Losses</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " <b>Loss</b> " shall be interpreted accordingly;
<b>Lots</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>Macro level Appraisal</b>	means a process within a Buyers business function(s) between a certain time period, in order to identify information of historical importance and determine whether further appraisal techniques shall be undertaken.
<b>Management Charge</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Management Information or MI</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>Marketing and Communications Plan</b>	means the plan agreed between the Authority and the Supplier which will detail all marketing activities including, but not limited to, producing case studies, running or attending events, direct mail campaigns, and Social Media campaigns.
<b>Material</b>	means wording, photographs, Images, maps or any content within the Record(s).
<b>Microfiche means</b>	a flat piece of film containing microphotographs of the pages of a newspaper, catalogue, or other document.
<b>Microfilm</b>	means film containing microphotographs of a newspaper, catalogue, or other document.
<b>Microform</b>	means micro photographic reproduction, on film or paper, of a manuscript, map, or other document.
<b>Milestone</b>	an event or task described in the Implementation Plan;
<b>Milestone Date</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Mixed Appraisal</b>	means the undertaking of a mixture of appraisal processes in order to identify information of historical importance

<b>MI Default</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>MI Failure</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>MI Report</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting Template</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>Month</b>	a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;
<b>National Cyber Security Centre (NCSC)</b>	Means an organisation within the UK Government that provides advice and support for the public and private sector in how to avoid computer threats.
<b>National Insurance</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>New IPR</b>	IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or  IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;  but shall not include the Supplier's Existing IPR;
<b>Occasion of Tax Non-Compliance</b>	where: <ul style="list-style-type: none"> <li>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> </li> </ul>

	b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
<b>Off-site Sensitivity Review Service</b>	means the Supplier who shall conduct a Sensitivity Review of Record(s) at the Suppliers premises.
<b>On-site</b>	means the Services performed at a designated Buyers office or other location
<b>On-site Sensitivity Review Service</b>	means the Supplier who shall conduct the Sensitivity Review of Record(s) at the Buyers premises.
<b>On Premise</b>	means software supplied, installed and ran on hardware and/or systems on the premises of the Buyer using the software.
<b>Off Premise</b>	means software supplied and managed
<b>Open</b>	means the Record does not contain Sensitive information and therefore shall be transferred to The National Archives and Open to the public.
<b>Open Book Data</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</li> <li>iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</li> <li>v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iii) Reimbursable Expenses, if allowed under the Order Form;</li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the</li> </ul>

	g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
<b>Order</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form Template</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>Other Contracting Authority</b>	any actual or potential Buyer under the Framework Contract;
<b>Overhead</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>Page-by-Page review</b>	means the process of identifying information of historical importance within the Record by reviewing pages within the Record.
<b>Parliament</b>	takes its natural meaning as interpreted by Law;
<b>Partially Closed</b>	means a Record which has been released to the public, although part of that Record has been withheld from release as it is considered to contain Sensitive information which is protected by legal Exemption(s) and whose closure has been approved by the Secretary of State for Culture, Media and Sport on the advice of the Advisory Council on National Records and Archives (ACNRA).
<b>Party</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>Performance Improvement Plan</b>	means a plan that recognises failures in delivery and identifies corrective action(s) and timeline(s) for each targeted performance are with assigned accountability.
<b>Performance Indicators or PIs</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Permanent Preservation</b>	means Records that contain information of historical importance that shall be permanently preserved at The National Archives or Place of Deposit

<b>Permanently Withdrawn</b>	means Records that the Buyer requires to be withdrawn from store permanently and not be returned into store at any point.
<b>Personal Data</b>	has the meaning given to it in the GDPR;
<b>“Personal Data Breach”</b>	has the meaning given to it in the GDPR;
<b>Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Sub processor engaged in the performance of its obligations under a Contract;
<b>Physical (Records)</b>	means any Buyers Record(s), supporting post or Box.
<b>Place of Deposit</b>	means an appointed repository which holds certain classes of public Records which are not held at The National Archives
<b>Prescribed Person</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Processing</b>	has the meaning given to it in the GDPR;
<b>Processor</b>	has the meaning given to it in the GDPR;
<b>Processor Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract;
<b>Product Range</b>	means the range of New Equipment and Software, together with all associated and specified requirements that will be available to Buyers via this Framework Agreement.
<b>Progress Meeting</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting Frequency</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>Progress Report</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>Progress Report Frequency</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>Prohibited Acts</b>	<ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</li> <li>vii) induce that person to perform improperly a relevant function or activity; or</li> <li>viii) reward that person for improper performance of a relevant function or activity;</li> </ul>

	<p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>x) under legislation or common law concerning fraudulent acts; or</li> <li>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>Project Manager</b>	means the person in overall charge of the planning and execution of a particular project.
<b>Protective Measures</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
<b>Real Time (RT)</b>	means systems that update information at the same rate as they receive Data.
<b>Recall</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>Recipient Party</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>Rectification Plan</b>	<ul style="list-style-type: none"> <li>a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</li> <li>b) full details of the Default that has occurred, including a root cause analysis;</li> <li>c) the actual or anticipated effect of the Default; and</li> <li>d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ul>

<b>Rectification Plan Process</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>Record-by-Record</b>	Means the Supplier undertaking an Appraisal of Records and reviewing them by each individual Record.
<b>Record(s) Closure Date</b>	means the date by which information shall remain closed until the Record is re-reviewed.
<b>Record(s)</b>	means any Buyers' Record, Document, Item, i.e. recorded information, in any form, created or received and maintained by Buyers in the transaction of its business or conduct of affairs and kept as evidence of such activity which is to be stored in the store as part of this Framework Agreement and subsequent Call Off Contracts.
<b>Records Information Management</b>	means the efficient and systematic control of the creation, receipt, maintenance, use and disposition of Records, including the processes for capturing and maintaining evidence of and information about business activities and transactions in the form of records.
<b>Records Information Management (RIM) System</b>	means the efficient and systematic control of the creation, receipt, maintenance, use and disposition of Records, including the processes for capturing and maintaining evidence of and information about business activities and transactions in the form of Records.
<b>Record-Level Appraisal</b>	means undertaking an appraisal of Records at Record Title level within the Contracting Authorities business function at a certain time period to identify information of historical importance.
<b>Record Preparation Service</b>	means the process conducting the careful Physical preparation of a Record to ensure it remains intact and useable for a specified time period.
<b>Record Preparer</b>	means Supplier Personnel which shall conduct the process of preparing a Record to ensure that it remains intact and useable for a specified time period.
<b>Record Preparer Project Manager</b>	means the Project Manager who oversees the Record Preparer and Record Preparation Service
<b>Record Title Appraisal</b>	means the process undertaken in order to identify information of historic importance from the name of the Buyer's Record.
<b>Redact (Redacted)</b>	means the separation of disclosable and non-disclosable information by blocking out individual words, sentences, paragraphs or removal of whole pages or sections prior to release of a document.
<b>Regulations</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);

<b>Reimbursable Expenses</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>Relevant Authority</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information</b>	<ul style="list-style-type: none"> <li>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</li> </ul> <p>information derived from any of the above;</p>
<b>Relevant Requirements</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>Relevant Tax Authority</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>Replacement Deliverables</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;

<b>Replacement Subcontractor</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>Request For Information</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>Required Insurances</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>Redact (Redacted)</b>	means the separation of disclosable and non-disclosable information by blocking out individual words, sentences, paragraphs or removal of whole pages or sections prior to release of a document.
<b>Retained</b>	means information deemed by Buyers as too sensitive for transfer to The National Archives and will remain with Buyers following approval ACNRA.
<b>Retention Status</b>	means the status for which the Record(s) have been determined.
<b>Review Date</b>	means a date which Buyers has stipulated as the date at which the review will take place.
<b>Requestor</b>	means the User who requests access to the Records Scanning means the process by which paper documents are copied and saved as digital images.
<b>Scanning Services</b>	means the process by which paper documents are copied and saved as digital images.
<b>Satisfaction Certificate</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>Secure Shredding</b>	means the process used to cut paper into chad, typically either strips or fine particles in order to destroy private, confidential or otherwise sensitive Records.
<b>Security Management Plan</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>Self-Audit Certificate</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);

<b>Selection Criteria</b>	means information used to select whether a Record containing information of historical importance is suitable for Permanent
<b>Senior Sensitivity Reviewer</b>	means the Buyer's Head of Archive or alternative representative.
<b>Sensitive</b>	means kept secret or with restrictions on disclosure to avoid endangering security.
<b>Sensitivity Review</b>	means the process of conducting the review of Record(s) to identify sensitive information.
<b>Series Level Appraisal</b>	means the process of identifying Records containing historical information by reviewing the Buyers Records by series.
<b>Serious Fraud Office</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>Service Lines</b>	means the list of Lines as defined in Lots 1, 2 4 and 5 of Framework Schedule 2.
<b>Service Period</b>	has the meaning given to it in the Order Form;
<b>Services</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>Service Transfer</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>Service Transfer Date</b>	the date of a Service Transfer;
<b>Sift and Record Appraisal</b>	means an appraisal which will initially be conducted at Record Title, using Selection Criteria to identify Records containing information of historical importance
<b>Sites</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</li> </ul>
<b>Smarter Working</b>	means an approach to organising work that aims to drive greater efficiency and effectiveness, enhancing personal and organisational outcomes through a combination of flexibility, autonomy and collaboration, utilising a range of practices, technologies and working environments.

<b>SME</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>Social Media</b>	means websites and applications that enable Users to create and share content or to participate in social networking.
<b>Software</b>	means the range of Software that has been specified within this Framework Agreement Schedule 2.
<b>Space Creation Activity</b>	means the Supplier identifying spaces within a Box(es) that incorporate more individual Record(s) and therefore reduce the number of Boxes the Buyer is being charged for storage.
<b>Special Terms</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specialist Records Management Service</b>	means the Services as defined with Lot 4 of Framework Schedule 2.
<b>Specific Change in Law</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>Specification</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards</b>	any: <ul style="list-style-type: none"> <li>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>b) standards detailed in the specification in Schedule 1 (Specification);</li> <li>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
<b>Start Date</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;

<b>Statement of Requirements</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>Storage Media</b>	the part of any device that is capable of storing and retrieving data;
<b>Sub-Contract</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>Subcontractor</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Sub processor</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>Supplier</b>	the person, firm or company identified in the Framework Award Form;
<b>Supplier Action Plan</b>	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance.
<b>Supplier Assets</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>Supplier Authorised Representative</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier's Confidential Information</b>	<ul style="list-style-type: none"> <li>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</li> <li>c) Information derived from any of (a) and (b) above;</li> </ul>
<b>Supplier's Contract Manager “</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>Supplier Equipment</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;

<b>Supplier Marketing Contact</b>	shall be the person identified in the Framework Award Form;
<b>Supplier Non-Performance</b>	where the Supplier has failed to: <ul style="list-style-type: none"> <li>a) Achieve a Milestone by its Milestone Date;</li> <li>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</li> <li>c) comply with an obligation under a Contract;</li> </ul>
<b>Supplier Profit</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>Supplier Profit Margin</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>Supplier Relationship Management</b>	means the discipline of strategically and operationally planning for, and managing, all interactions with Suppliers that supply goods and services to the Authority via this Framework Agreement or Buyers via subsequent Call Off Contracts, in order to maximize the value of those interactions.
<b>Supplier Sensitivity Reports</b>	means a report to the Buyer's Senior Sensitivity Reviewer detailing findings of each Record reviewed and recommendations for considerations.
<b>Supplier Staff</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>Supporting Documentation</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>Terms of Reference</b>	means the scope and limitations of a stated activity or area of knowledge
<b>Termination Notice</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>Test Issue</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan</b>	a plan: <ul style="list-style-type: none"> <li>a) for the Testing of the Deliverables; and</li> <li>b) setting out other agreed criteria related to the achievement of Milestones;</li> </ul>

<b>Tests</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " <b>Tested</b> " and " <b>Testing</b> " shall be construed accordingly;
<b>The National Archives</b>	means the non-ministerial government department who are the official archive and publisher for the UK government and guardians national documents
<b>Third Party Interim Resources</b>	means specialist resources provided by the Supplier through delivery of the Call Off contract.
<b>Third Party IPR</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Title (procedure)</b>	means the process of identifying Records containing information by reviewing Buyer's Records by the Record name
<b>Transferring Supplier Employees</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> <li>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; an</li> <li>( ) Commercially Sensitive Information;</li> </ul>
<b>Transparency Reports</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>Triage Sensitivity Service</b>	means the process of conducting the review of Record(s) to identify sensitive information and reporting recommendation(s) to the Buyers.
<b>Triage Sensitivity Reviewer</b>	means the process of determining the most important things from amongst a large number that require attention. Triage Sensitivity Reviewer
<b>Triage Sensitivity Project Manager</b>	means the Project Manager who oversees the Triage Sensitivity Reviewer and Triage Sensitivity Review process.
<b>UK Bank Holidays</b>	means all UK Bank Holidays which are detailed in the link below: <a href="https://www.gov.uk/bank-holidays">https://www.gov.uk/bank-holidays</a>
<b>User</b>	means either a member of Buyers' Personnel or Supplier employee
<b>Variation</b>	any change to a Contract;
<b>Variation Form</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure</b>	the procedure set out in Clause 24 (Changing the contract);

<b>VAT</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>VCSE</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>Weeding Activity</b>	means checking content within the Buyer's Record(s) in order to identify specific information and/or content that can with removed from the Record(s).
<b>Whitehall</b>	is the name of a street in London in which there are many government offices? You can also use Whitehall to mean the British Government itself.
<b>Worker</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Working Day</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
<b>Work Day</b>	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>Work Hours</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

## Joint Schedule 2 (Variation Form)

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

Contract Details							
This variation is between:	<b>[delete as applicable: CCS / Buyer] ("CCS" "the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>						
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>						
Contract reference number:	<b>[insert contract reference number]</b>						
Details of Proposed Variation							
Variation initiated by:	<b>[delete as applicable: CCS Buyer/Supplier]</b>						
Variation number:	<b>[insert variation number]</b>						
Date variation is raised:	<b>[insert date]</b>						
Proposed variation							
Reason for the variation:	<b>[insert reason]</b>						
An Impact Assessment shall be provided within:	<b>[insert number] days</b>						
Impact of Variation							
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>						
Outcome of Variation							
Contract variation:	1. This Contract detailed above is varied as follows: <input type="checkbox"/> <b>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b>						
Financial variation:	<table border="1"> <tbody> <tr> <td>0. Original Contract Value:</td> <td>1. £ <b>[insert amount]</b></td> </tr> <tr> <td>2. Additional cost due to variation:</td> <td>3. £ <b>[insert amount]</b></td> </tr> <tr> <td>4. New Contract value:</td> <td>5. £ <b>[insert amount]</b></td> </tr> </tbody> </table>	0. Original Contract Value:	1. £ <b>[insert amount]</b>	2. Additional cost due to variation:	3. £ <b>[insert amount]</b>	4. New Contract value:	5. £ <b>[insert amount]</b>
0. Original Contract Value:	1. £ <b>[insert amount]</b>						
2. Additional cost due to variation:	3. £ <b>[insert amount]</b>						
4. New Contract value:	5. £ <b>[insert amount]</b>						

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

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

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good reputation in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

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

### 2. How to manage the insurance

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

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

## **0. What happens if you aren't insured**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

## **1. Evidence of insurance you must provide**

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

## **2. Making sure you are insured to the required amount**

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

## **3. Cancelled Insurance**

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

## **4. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

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

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

## **ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

- 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000). See below table as to which Lot this is required for;
- 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000). See below table as to which Lot this is required for;
- 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000). See below table as to which Lot this is required for; and
- 1.4 Product liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000). See below table as to which Lot this required for;

	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5
Professional	.1	.1	.1	.1	.1
Public	.1	.1	.1	.1	.1
Employers liability	.1	.1	.1	.1	.1
Product liability	.1	.1	.1		.1

**Joint Schedule 10 (Rectification Plan)**  
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## **Joint Schedule 4 (Commercially Sensitive Information)**

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

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

**Joint Schedule 10 (Rectification Plan)**  
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1. No.	2. Date	3. Item(s)	4. Duration of Confidentiality
5.	Call Off Start Date	We believe that the following information is commercially sensitive and the categories of information are exempt from disclosure under the Freedom of Information Act 2000 (the "Act") on the grounds that (i) the information is confidential (section 41 of the Act); and (ii) disclosure of information would prejudice our commercial interests (section 43 of the Act). The information includes our pricing structure; details of our corporate structure, affiliates, sub-contractors and supply / procurement strategies; innovative solutions or proposals that we put forwards with regard to service delivery models; details of Iron Mountain operating methodologies and working practices; and intellectual property belonging to Iron Mountain, including any proprietary software, data systems and online portals.	Until Contract Expiry

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

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

**Joint Schedule 10 (Rectification Plan)**  
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Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

## Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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# Joint Schedule 11 (Processing Data)

## Status of the Controller

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

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

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

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

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- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
- 7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

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- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Sub processor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Sub processor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub processor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Sub processor; and
  - (d) provide the Controller with such information regarding the Sub processor as the Controller may reasonably require.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Sub processors.
- 14. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

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15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

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

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

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

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appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

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**Annex 1 - Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:  
Nimali De Silva, 2 Redman Place, London E20 1JQ
- 1.2 The contact details of the Supplier's Data Protection Officer are: Iron Mountain Data Protection Officer, Attn. Iron Mountain Data Protection Office, [Global.privacy@ironmountain.com](mailto:Global.privacy@ironmountain.com), Iron Mountain Europe, Czuczor utca 10, 1093, Budapest, HUNGARY
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is the Controller and the Supplier is the Processor.
Duration of the Processing	For the term of the call off order
Nature and purposes of the Processing	<p>The supplier / data processor will only process personal data for the purpose of providing document storage and scanning services to the customer / data controller named on the call off orders.</p> <p>The nature of the processing involves the collection, storage, organisation, cataloguing, cleaning, reviewing, redaction, restriction, erasure and destruction of data.</p>
Type of Personal Data	This includes any types of personal data CQC records as part of our regulatory role, and information recorded by CQC's predecessor organisations in the exercise of their own functions, and is not limited to:

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	<ul style="list-style-type: none"> <li>• The details of people who contact CQC or contacted its predecessor organisations (including names, addresses, phone numbers and emails)</li> <li>• Information about the care people are receiving and any concerns raised.</li> <li>• Information about the actions of the employees of registered providers and or</li> <li>• Regulatory action CQC or its predecessor organisations have taken against any individuals responsible for delivering health and social care (e.g. registered providers or managers)</li> <li>• Information relating to registration of services and individuals under HSCA 2008 or previous legislation.</li> </ul>
Categories of Data Subject	<p>Members of Public</p> <p>Employees of registered providers</p> <p>People receiving health and social care</p> <p>Health and other professionals</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The plan is to destroy the files when the fold for the inquiry into Child Sexual Abuse is lifted</p>
Data Transfer	

The following are approved Subprocessors subject to clause 12 above:

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ENTITY (NAME & ADDRESS)	TYPE OF SERVICE PROVIDED	COUNTRY LOCATION
Belfor UK Limited  Belfor House, Kingsbury Link, Trinity Road, Tamworth, Staffs B78 2EX	Document Recovery	UK
Convergys Corporation  201 East Fourth Street, Cincinnati, OH 45202, United States	Customer Service	USA
Tata Consultancy Services Limited  TCS House, Raveline Street, Fort, Mumbai 400001, Maharashtra, India	IT Support	India
Iron Mountain Incorporated/Iron Mountain Intellectual Property Management, Inc. One Federal Street, Boston, MA 02110, USA	IT & operational Support	USA
Iron Mountain Services Private Limited  Level 02, Block A, WTC-2, Bagmane World Technology Centre (BWTC)  K.R. Puram – Marathahalli Ring Road, Mahadevpura, Bangalore – 560048, India	IT Support	INDIA
Origami Risk LLC.  444 N. Orleans Street, Chicago, IL 60654, United States	Event Reporting Platform Provider	USA
Polygon Group UK  Blackstone Road, Huntingdon, PE29 6EE, England	Document Recovery	UK
Pulse Environmental Limited  Unit 7, 210 Church Road, Leyton, London, E10 7JQ, England	Destruction	UK
<a href="https://www.salesforce.com">Salesforce.com</a> Inc.	CRM	USA
The Landmark @ One Market, Suite 300, San Francisco, CA, 94105, United States		

Framework Ref: RM6175

Project Version: v1.0

0 Model Version: v3.0

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Shred-IT Limited  Ground Floor, 177 Cross Street, Sale, Manchester M33 7JQ, England	Destruction	UK
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**Joint Schedule 13 (Continuous Improvement)****1. Relevant Authority's Rights**

- 1.1 The Relevant Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Relevant Authority may give CCS the right to enforce the Relevant Authority'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 Relevant Authority's costs (including the Charges/Framework Prices) and/or improving the quality and efficiency of the Deliverables and their supply to the Relevant Authority.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables.
- 2.3 This may include regular reviews with the Relevant Authority of the Deliverables and the way it provides them, with a view to reducing the Relevant Authority's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Relevant Authority must provide each other with any information relevant to meeting this objective.
- 2.4 In addition to Paragraph 2.1, the Supplier may be requested by the Relevant Authority to produce at the start of each Contract (or where otherwise specified in the Order Form) a plan for improving the provision of Deliverables and/or reducing the Charges/Framework Prices (without adversely affecting the performance of this Contract) ("**Continuous Improvement Plan**") for the Relevant Authority's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.4.1 identifying the emergence of relevant new and evolving technologies;
  - 2.4.2 changes in business processes of the Supplier or the Relevant Authority and ways of working that would provide cost savings and/or enhanced benefits to the Relevant Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.4.3 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
  - 2.4.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Relevant Authority in meeting their sustainability objectives.

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- 2.4.5 improving the way in which the Goods and/or Services are sold via the Framework Agreement that may result in reduced Framework Prices;
- 2.4.6 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
- 2.4.7 identifying and implementing efficiencies in the way CCS and/or the Relevant Authority interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;
- 2.4.8 identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;
- 2.5 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Relevant Authority for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.6 The Relevant Authority reserves the right to request the initial Continuous Improvement Plan at any time during the Contract Period which may be after the first (1<sup>st</sup>) Contract Year, where it is deemed to be beneficial.
- 2.7 The Relevant Authority 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.
- 2.8 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.
- 2.9 If the Relevant Authority 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.
- 2.10 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.7:
  - 2.10.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.10.2 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.

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- 2.11 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first Continuous Improvement Plan has been approved) in accordance with the procedure and timescales set out in Paragraph 2.4.
- 2.12 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.
- 2.13 Should the Supplier's costs in providing the Deliverables to the Relevant Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Relevant Authority by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.14 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare and/or incentivisation. If the Relevant Authority deems gainshare and/or incentivisation 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.

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Joint Schedule 14 (Benchmarking)

6. DEFINITIONS

6.1 In this Schedule, the following expressions shall have the following meanings:

- "Benchmark Review"** a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
- "Benchmarked Deliverables"** any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
- "Comparable Rates"** the Charges for Comparable Deliverables;
- "Comparable Deliverables"** deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
- "Comparison Group"** a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
- "Equivalent Data"** data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
- "Good Value"** that the Benchmarked Rates are within the Upper Quartile; and
- "Upper Quartile"** in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms

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of best value for money for the recipients of  
Comparable Deliverables.

**7. When you should use this Schedule**

- 7.1** The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 7.2** This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 7.3** Amounts payable under this Schedule shall not fall with the definition of a Cost.

**8. Benchmarking****8.1 How benchmarking works**

- 8.1.1** 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.
- 8.1.2** The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 8.1.3** The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 8.1.4** The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 8.1.5** The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 8.1.6** Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 8.1.7** The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the

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benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

**8.2 Benchmarking Process**

8.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (b) a proposed cost and timetable for the Benchmark Review;
- a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

8.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

8.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

8.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

8.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
  - (i) market intelligence;
  - (ii) the benchmarker's own data and experience;
  - (iii) relevant published information; and
  - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;

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- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

**8.2.6**

The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

**8.2.7**

In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (b) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (c) exchange rates;
- any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

**8.3****Benchmarking Report**

**8.3.1** For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

**8.3.2** The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 8.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

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## **Call-Off Schedule 1 (Transparency Reports)**

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 <https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
[Performance]	[ ]	[ ]	[ ]
[Call-Off Contract Charges]	[ ]	[ ]	[ ]
[Key Subcontractors]	[ ]	[ ]	[ ]
[Technical]	[ ]	[ ]	[ ]
[Performance management]	[ ]	[ ]	[ ]

## Call-Off Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

### Definitions

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

<b>“Acquired Rights Directive”</b>	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
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**"Employee  
Liability"**

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"Former  
Supplier"**

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

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

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

**"Old Fair Deal"** HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;

**"Partial Termination"** the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

**"Relevant Transfer"** a transfer of employment to which the Employment Regulations applies;

**"Relevant Transfer Date"** in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

**"Staffing Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

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

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)

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

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

- 1.1 the buyer and the supplier agree that the commencement of the provision of the services or of any part of the services will not be a relevant transfer in relation to any employees of the buyer and/or any former supplier.
- 1.2 if any employee of the buyer and/or a former supplier claims, or it is determined in relation to any employee of the buyer and/or a former supplier, that his/her contract of employment has been transferred from the buyer and/or the former supplier to the supplier and/or any subcontractor pursuant to the employment regulations or the acquired rights directive then:
  - 1.2.1 the supplier shall, and shall procure that the relevant subcontractor shall, within 5 working days of becoming aware of that fact, notify the buyer in writing and, where required by the buyer, notify the former supplier in writing; and
  - 1.2.2 the buyer and/or the former supplier may offer (or may procure that a third party may offer) employment to such person within 15 working days of the notification from the supplier or the subcontractor (as appropriate) or take such other reasonable steps as the buyer or former supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable law.
- 1.3 if an offer referred to in paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the buyer and/or the former supplier),, the supplier shall, or shall procure that the subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 if by the end of the 15 working day period referred to in paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;

The supplier may within 5 working days give notice to terminate the employment or alleged employment of such person.

- 1.5 subject to the supplier and/or the relevant subcontractor acting in accordance with the provisions of paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable law and subject also to paragraph 1.8 the buyer shall:
  - 1.5.1 indemnify the supplier and/or the relevant subcontractor against all employee liabilities arising out of the termination of the employment of any of the buyer's employees referred to in paragraph 1.2 made pursuant to the provisions of paragraph 1.4 provided that the supplier takes, or shall procure that the subcontractor takes, all reasonable steps to minimise any such employee liabilities; and

1.5.2 procure that the former supplier indemnifies the supplier and/or any subcontractor against all employee liabilities arising out of termination of the employment of the employees of the former supplier referred to in paragraph 1.2 made pursuant to the provisions of paragraph 1.4 provided that the supplier takes, or shall procure that the relevant subcontractor takes, all reasonable steps to minimise any such employee liabilities.

1.6 if any such person as is described in paragraph 1.2 is neither re employed by the buyer and/or the former supplier as appropriate nor dismissed by the supplier and/or any subcontractor within the 15 working day period referred to in paragraph 1.4 such person shall be treated as having transferred to the supplier and/or the subcontractor (as appropriate) and the supplier shall, or shall procure that the subcontractor shall, comply with such obligations as may be imposed upon it under law.

1.7 where any person remains employed by the supplier and/or any subcontractor pursuant to paragraph 1.6, all employee liabilities in relation to such employee shall remain with the supplier and/or the subcontractor and the supplier shall indemnify the buyer and any former supplier, and shall procure that the subcontractor shall indemnify the buyer and any former supplier, against any employee liabilities that either of them may incur in respect of any such employees of the supplier and/or employees of the subcontractor.

1.8 the indemnities in paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(iii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the supplier and/or subcontractor; or

(b) any claim that the termination of employment was unfair because the supplier and/or any subcontractor neglected to follow a fair dismissal procedure; and

1.8.2 shall apply only where the notification referred to in paragraph 1.2.1 is made by the supplier and/or any subcontractor to the buyer and, if applicable, former supplier within 6 months of the start date.

1.9 if the supplier and/or the subcontractor does not comply with paragraph 1.2, all employee liabilities in relation to such employees shall remain with the supplier and/or the subcontractor and the supplier shall (i) comply with the provisions of part d: pensions of this schedule, and (ii) indemnify the buyer and any former supplier against any employee liabilities that either of them

may incur in respect of any such employees of the supplier and/or employees of the subcontractor.

## **2. Limits on the former supplier's obligations**

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

## Part E: Staff Transfer on Exit

### 1. Obligations before a staff transfer

1.1 the supplier agrees that within 20 working days of the earliest of:

1.1.1 receipt of a notification from the buyer of a service transfer or intended service transfer;

1.1.2 receipt of the giving of notice of early termination or any partial termination of the relevant contract;

1.1.3 the date which is 12 months before the end of the term; and

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

It shall provide in a suitably anonymised format so as to comply with the data protection legislation, the supplier's provisional supplier personnel list, together with the staffing information in relation to the supplier's provisional supplier personnel list and it shall provide an updated supplier's provisional supplier personnel list at such intervals as are reasonably requested by the buyer.

1.2 at least 20 working days prior to the service transfer date, the supplier shall provide to the buyer or at the direction of the buyer to any replacement supplier and/or any replacement subcontractor (i) the supplier's final supplier personnel list, which shall identify the basis upon which they are transferring supplier employees and (ii) the staffing information in relation to the supplier's final supplier personnel list (insofar as such information has not previously been provided).

1.3 the buyer shall be permitted to use and disclose information provided by the supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective replacement supplier and/or replacement subcontractor.

1.4 the supplier warrants, for the benefit of the buyer, any replacement supplier, and any replacement subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 from the date of the earliest event referred to in paragraph 1.1.1, 1.1.2 and 1.1.3, the supplier agrees that it shall not, and agrees to procure that each subcontractor shall not, assign any person to the provision of the services who is not listed on the supplier's provisional supplier personnel list and shall not without the approval of the buyer (not to be unreasonably withheld or delayed):

:

1.5.1 replace or re-deploy any supplier staff listed on the supplier provisional supplier personnel list other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the supplier staff (including pensions and any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the services (or the relevant part of the services) by any of the supplier staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the supplier's provisional supplier personnel list;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the services (or the relevant part of the services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the supplier's provisional supplier personnel list save by due disciplinary process;

And shall promptly notify, and procure that each subcontractor shall promptly notify, the buyer or, at the direction of the buyer, any replacement supplier and any replacement subcontractor of any notice to terminate employment given by the supplier or relevant subcontractor or received from any persons listed on the supplier's provisional supplier personnel list regardless of when such notice takes effect.

- 1.6 on or around each anniversary of the start date and up to four times during the last 12 months of the term, the buyer may make written requests to the supplier for information relating to the manner in which the services are organised. Within 20 working days of receipt of a written request the supplier shall provide, and shall procure that each subcontractor shall provide, to the buyer such information as the buyer may reasonably require relating to the manner in which the services are organised, which shall include:
  - 1.6.1 the numbers of employees engaged in providing the services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the statutory schemes or any broadly comparable scheme set up pursuant to the provisions of any of the annexes to part d (pensions) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 the supplier shall provide, and shall procure that each subcontractor shall provide, all reasonable cooperation and assistance to the buyer, any replacement supplier and/or any replacement subcontractor to ensure the smooth transfer of the transferring supplier employees on the service transfer date including providing sufficient information in advance of the service transfer date to ensure that all necessary payroll arrangements can be made to enable the transferring supplier employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 working days following the service transfer date, the supplier shall provide, and shall procure that each subcontractor shall provide, to the buyer or, at the direction of the buyer, to any replacement supplier and/or any replacement subcontractor (as appropriate), in respect of each person on the supplier's final supplier personnel list who is a transferring supplier employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. Staff transfer when the contract ends**

- 2.1 the buyer and the supplier acknowledge that subsequent to the commencement of the provision of the services, the identity of the provider of the services (or any part of the services) may change (whether as a result of termination or partial termination of the relevant contract or otherwise) resulting in the services being undertaken by a replacement supplier and/or a replacement subcontractor. Such change in the identity of the supplier of such services may constitute a relevant transfer to which the employment regulations and/or the acquired rights directive will apply. The buyer and the supplier agree that, as a result of the operation of the employment regulations, where a relevant transfer occurs, the contracts of employment between the supplier and the transferring supplier employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the employment regulations) will have effect on and from the service transfer date as if originally made between the replacement supplier and/or a replacement subcontractor (as the case may be) and each such transferring supplier employee.
- 2.2 the supplier shall, and shall procure that each subcontractor shall, comply with all its obligations in respect of the transferring supplier employees arising under the employment regulations in respect of the period up to (and including) the service transfer date and shall perform and discharge, and procure that each subcontractor shall perform and discharge, all its obligations in respect of all the transferring supplier employees arising in respect of the period up to (and including) the service transfer date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of paye, national insurance contributions and pension contributions and all such sums due as a result of any fair deal employees' participation in the schemes which in any case are attributable in whole or in part to the period ending on (and including) the service transfer date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the supplier and/or the subcontractor (as appropriate); and (ii) the replacement supplier and/or replacement subcontractor.
- 2.3 subject to paragraph 2.4, the supplier shall indemnify the buyer and/or the replacement supplier and/or any replacement subcontractor against any employee liabilities arising from or as a result of:
  - 2.3.1 any act or omission of the supplier or any subcontractor in respect of any transferring supplier employee or any appropriate employee representative (as defined in the employment

regulations) of any transferring supplier employee whether occurring before, on or after the service transfer date;

2.3.2 the breach or non-observance by the supplier or any subcontractor occurring on or before the service transfer date of:

- (a) any collective agreement applicable to the transferring supplier employees; and/or
- (b) any other custom or practice with a trade union or staff association in respect of any transferring supplier employees which the supplier or any subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any transferring supplier employees arising from or connected with any failure by the supplier or a subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the service transfer date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, paye and primary and secondary national insurance contributions:

- (a) in relation to any transferring supplier employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the service transfer date; and
- (b) in relation to any employee who is not identified in the supplier's final supplier personnel list, and in respect of whom it is later alleged or determined that the employment regulations applied so as to transfer his/her employment from the supplier to the buyer and/or replacement supplier and/or any replacement subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the service transfer date;

2.3.5 a failure of the supplier or any subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all paye tax deductions and national insurance contributions relating to the transferring supplier employees in respect of the period up to (and including) the service transfer date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the supplier or any subcontractor other than a transferring supplier employee identified in the supplier's final supplier personnel list for whom it is alleged the buyer and/or the replacement supplier and/or any replacement subcontractor may be liable by virtue of the relevant contract and/or the employment regulations and/or the acquired rights directive; and

2.3.7 any claim made by or in respect of a transferring supplier employee or any appropriate employee representative (as defined in the employment regulations) of any transferring supplier employee relating to any act or omission of the supplier or any subcontractor in relation to its obligations under regulation 13 of the employment regulations, except to the extent that the liability arises from the failure by the buyer and/or replacement supplier to comply with regulation 13(4) of the employment regulations.

- 2.4 the indemnities in paragraph 2.3 shall not apply to the extent that the employee liabilities arise or are attributable to an act or omission of the replacement supplier and/or any replacement subcontractor whether occurring or having its origin before, on or after the service transfer date including any employee liabilities:
- 2.4.1 arising out of the resignation of any transferring supplier employee before the service transfer date on account of substantial detrimental changes to his/her working conditions proposed by the replacement supplier and/or any replacement subcontractor to occur in the period on or after the service transfer date); or
- 2.4.2 arising from the replacement supplier's failure, and/or replacement subcontractor's failure, to comply with its obligations under the employment regulations.
- 2.5 if any person who is not identified in the supplier's final supplier employee list claims, or it is determined in relation to any employees of the supplier, that his/her contract of employment has been transferred from the supplier to the replacement supplier and/or replacement subcontractor pursuant to the employment regulations or the acquired rights directive, then:
- 2.5.1 the buyer shall procure that the replacement supplier and/or replacement subcontractor will, within 5 working days of becoming aware of that fact, notify the buyer and the supplier in writing; and
- 2.5.2 the supplier may offer (or may procure that a subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with law, within 15 working days of receipt of notice from the replacement supplier and/or replacement subcontractor.
- 2.6 if such offer of is accepted, or if the situation has otherwise been resolved by the supplier or a subcontractor, buyer shall procure that the replacement supplier shall, or procure that the and/or replacement subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 if after the 15 working day period specified in paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- The buyer shall advise the replacement supplier and/or replacement subcontractor (as appropriate) that it may within 5 working days give notice to terminate the employment or alleged employment of such person;
- 2.8 subject to the replacement supplier's and/or replacement subcontractor acting in accordance with the provisions of paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable law and subject to paragraph 2.9 below, the supplier will indemnify the replacement supplier and/or replacement subcontractor against all

employee liabilities arising out of the termination of the employment of any of the supplier's employees pursuant to the provisions of paragraph 2.7 provided that the replacement supplier takes, or shall procure that the replacement subcontractor takes, all reasonable steps to minimise any such employee liabilities.

2.9 the indemnity in paragraph 2.8:

2.9.1 shall not apply to:

- (a) any claim for:
  - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the replacement supplier and/or replacement subcontractor, or

- (b) any claim that the termination of employment was unfair because the replacement supplier and/or replacement subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in paragraph 2.5.1 is made by the replacement supplier and/or replacement subcontractor to the supplier within 6 months of the service transfer date..

2.10 if any such person as is described in paragraph 2.5 is neither re-employed by the supplier or any subcontractor nor dismissed by the replacement supplier and/or replacement subcontractor within the time scales set out in paragraphs 2.5 to 2.7, such person shall be treated as a transferring supplier employee. .

2.11 the supplier shall comply, and shall procure that each subcontractor shall comply, with all its obligations under the employment regulations and shall perform and discharge, and shall procure that each subcontractor shall perform and discharge, all its obligations in respect of any person identified in the supplier's final supplier personnel list before and on the service transfer date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of paye, national insurance contributions and pension contributions and such sums due as a result of any fair deal employees' participation in the schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the service transfer date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (c) the supplier and/or any subcontractor; and
- (d) the replacement supplier and/or the replacement subcontractor.

- 2.12 the supplier shall, and shall procure that each subcontractor shall, promptly provide the buyer and any replacement supplier and/or replacement subcontractor, in writing such information as is necessary to enable the buyer, the replacement supplier and/or replacement subcontractor to carry out their respective duties under regulation 13 of the employment regulations. The buyer shall procure that the replacement supplier and/or replacement subcontractor, shall promptly provide to the supplier and each subcontractor in writing such information as is necessary to enable the supplier and each subcontractor to carry out their respective duties under regulation 13 of the employment regulations.
- 2.13 subject to paragraph 2.14, the buyer shall procure that the replacement supplier indemnifies the supplier on its own behalf and on behalf of any replacement subcontractor and its subcontractors against any employee liabilities arising from or as a result of:
- 2.13.1 any act or omission of the replacement supplier and/or replacement subcontractor in respect of any transferring supplier employee in the supplier's final supplier personnel list or any appropriate employee representative (as defined in the employment regulations) of any such transferring supplier employee;
- 2.13.2 the breach or non-observance by the replacement supplier and/or replacement subcontractor on or after the service transfer date of:
- (a) any collective agreement applicable to the transferring supplier employees identified in the supplier's final supplier personnel list; and/or
  - (b) any custom or practice in respect of any transferring supplier employees identified in the supplier's final supplier personnel list which the replacement supplier and/or replacement subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any transferring supplier employees identified in the supplier's final supplier personnel list arising from or connected with any failure by the replacement supplier and/or replacement subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the service transfer date;
- 2.13.4 any proposal by the replacement supplier and/or replacement subcontractor to change the terms and conditions of employment or working conditions of any transferring supplier employees identified in the supplier's final supplier personnel list on or after their transfer to the replacement supplier or replacement subcontractor (as the case may be) on the service transfer date, or to change the terms and conditions of employment or working conditions of any person identified in the supplier's final supplier personnel list who would have been a transferring supplier employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the employment regulations) before the service transfer date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the replacement supplier or replacement subcontractor to, or in respect of, any transferring supplier employee identified in the supplier's final supplier personnel list on or before the service transfer date regarding the relevant transfer which has not been agreed in advance with the supplier in writing;

- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, paye and primary and secondary national insurance contributions:
- (a) in relation to any transferring supplier employee identified in the supplier's final supplier personnel list, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the service transfer date; and
  - (b) in relation to any employee who is not a transferring supplier employee identified in the supplier's final supplier personnel list, and in respect of whom it is later alleged or determined that the employment regulations applied so as to transfer his/her employment from the supplier or subcontractor, to the replacement supplier or replacement subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the service transfer date;
- 2.13.7 a failure of the replacement supplier or replacement subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all paye tax deductions and national insurance contributions relating to the transferring supplier employees identified in the supplier's final supplier personnel list in respect of the period from (and including) the service transfer date; and
- 2.13.8 any claim made by or in respect of a transferring supplier employee identified in the supplier's final supplier personnel list or any appropriate employee representative (as defined in the employment regulations) of any such transferring supplier employee relating to any act or omission of the replacement supplier or replacement subcontractor in relation to obligations under regulation 13 of the employment regulations.
- 2.14 the indemnities in paragraph 2.13 shall not apply to the extent that the employee liabilities arise or are attributable to an act or omission of the supplier and/or any subcontractor (as applicable) whether occurring or having its origin before, on or after the service transfer date, including any employee liabilities arising from the failure by the supplier and/or any subcontractor (as applicable) to comply with its obligations under the employment regulations.

**Call-Off Schedule 5 (Pricing Details)**



Quote

Customer Name: COMM FOR SOCIAL CARE INSPECTIO  
Contact Name:  
Tel No:  
Email:  
  
Framework CCS (6175)

Address:

Storage

Description	Unit of Measure	Quantity	Monthly Unit Price	Annual Charge
Regular Storage - Open Shelf	Per CuFt/Mth	8,752		
Storage Total				

Initial Contract Costs

Description	Unit of Measure	Quantity	Rate	Annual Charge
Container - Agreed Initial Transfer Costs		485		

Initial Move Total

Estimated Total Annual Charge

Initial Contract Costs

Additional Comments

IM Contact:  
Quotation Number:  
Quotation Date:

Accepted by:  
Please Print Name:  
On Behalf of:  
Date:

Quotation Number: Authorised by: Ref: 20220414-v1.62 SFDC No: 0062H00001HokWWQAZ



**Charges Schedule**  
**RM Services**  
 Framework: CCS (6175)

*Iron Mountain offers to provide the following services subject to the terms and conditions contained within this document. This offer remains open for acceptance for*

Bill Code	Description	Effective Price	Per
<b>STORAGE</b>			
0890	Regular Storage - Container		Per CuFt/Mth
1894	Regular Storage - Open Shelf		Per CuFt/Mth
<b>CONTAINER HANDLING SERVICES</b>			
0850	Receiving & Entry		Each
0340	Individual List/Indexing		Each
0122	Retrieval - Container (Net)		Each
0142	Rush Retrieval - Container		Each
0162	Refile - Container		Each
0330	Destruction - Container (Exclusive Of Retrieval)		Each
0334	Permanent Withdrawal - Container (Exclusive Of Retrieval)		Each
0121	Retrieval - File From Container		Each
0141	Rush Retrieval - File From Container		Each
0161	Refile - File From Container		Each
0329	Destruction - File From Container (Exclusive Of Retrieval)		Each
0333	Permanent Withdrawal - File From Container (Exclusive Of Retrieval)		Each
0190	Interfile (Incl Retrieval And Refile Charge)		Each
<b>OPEN SHELF HANDLING SERVICES</b>			
1850	Receiving & Entry		Each
1340	Individual List/Indexing		Each
1121	Retrieval Of File		Each
1141	Rush Retrieval Of File		Each
1161	Refile Of File		Each
1329	Destruction Of File (Exclusive Of Retrieval)		Each
1333	Permanent Withdrawal Of File (Exclusive Of Retrieval)		Each
1190	Interfile (Incl Retrieval And Refile Charge)		Each
<b>TRANSPORT</b>			
0211	Standard Next Day Delivery And/Or Pickup		Trip
0213	Standard Half Day Delivery And/Or Pickup		Trip
0214	Rush Delivery And/Or Pickup (Maximum Of 5 Items)		Trip
0210	NEXT DAY, DELIVERY, ZONE 1		Trip
0212	NEXT DAY, DELIVERY, ZONE 2		Trip
0220	Transportation Handling		Box
0216	Pick-up		Trip
0244	NEXT DAY, PICKUP ZONE 1		Trip
0245	NEXT DAY, PICKUP ZONE 2		Trip
<b>SUPPLIES</b>			
4858	IS Container - Ideal For Standard Files (1.1 Cubic Feet)		Item*
4864	IL Container - Ideal For Lever Arch Files (1.4 Cubic Feet)		Item*
			* Packs of 10
<b>INITIAL MOVE</b>			
0070	Initial Move - Container		Per Box
0070	Initial Move - Open Shelf		Each
0070	Initial Move - File Tracking		Each

Trip Charge may include additional charges based on delivery location. When applicable, these additional charges will be invoiced under either 0210 (NEXT DAY, DELIVERY, ZONE 1) or 0212 (NEXT DAY, DELIVERY, ZONE 2) bill codes in lieu of the standard trip charge (billed under 0211 bill code). Additionally, pick up charges may be billed under either 0244 (NEXT DAY, PICKUP ZONE 1) or 0245 (NEXT DAY, PICKUP ZONE 2) bill codes in lieu of the standard pick up charge (billed under 0216 bill code).

A fuel surcharge is applied on a monthly basis and calculated as a percentage of applicable transportation related service charges. Full details of the fuel surcharge and how it is calculated and adjusted are available on [www.ironmountain.co.uk/Fuel](http://www.ironmountain.co.uk/Fuel)

The Fees for the Services shall be fixed to the end of the calendar year in which the Order Form is signed.

Company:

IM Contact: Paul Larkin

Quotation Date:

Quotation Number:

Authorised by:

Ref:

20220414-v1.62

SFDC No:

0062H00001HokWWQAZ

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

## 1. This schedule sets out the characteristics of the deliverables that the supplier will be required to make to the buyers under this call-off contract

### Ordering of RM Services:

- Authorised Users should place orders for RM Services (as described in its component parts below) using IM's online portal, IM Connect.
- Where this is not practicable, Authorised Users may order RM Services by telephone through IM's Customer Services Department on 08445 60 70 80, or via email to [Cservices@ironmountain.co.uk](mailto:Cservices@ironmountain.co.uk).
  - Authorised Users shall be responsible for providing IM with sufficient information to perform the Services.
- The Fees for the RM Services shall be as detailed in the then current Charges Schedule or as otherwise agreed between the parties.

### At the Customer's instruction IM will provide the following Services:

### Storage of Articles

- IM will maintain space for the Articles within a suitable environment in an IM Facility from which IM will be able to satisfy its obligations under this Agreement.
- The basis upon which the Customer instructs IM to manage the Articles (eg, per Container/per file/file from Container or per Cubic Foot/linear foot) shall determine the treatment of the Article throughout the life of this Agreement. For example should the Customer require file from Container services the limitations of liability and any permanent withdrawal charges shall be calculated on a per file basis.
- IM's records storage facilities are configured for the efficient storage of IM's standard archive Containers. IM's operating processes, costs, and pricing are modelled around its standard Containers. Each Container type, including IM's standard archive box, vary in dimensions based upon manufacturer, style of design, weight of loading, and normal wear-and-tear from storage and retrieval.
- There are two main standard Container sizes at IM (1.1 & 1.4 cubic foot) and most Containers received for storage are assigned to one of these two categories based on functional equivalence and approximate dimensions, established by assessing the space occupied by a box and not its precise dimensions; cubic footage for billing purposes is then determined. All other box types and Articles received for storage are assigned a specific cubic footage for billing purposes at the time of receipt, taking into account such factors as: shape, weight, loading efficiency, legacy conventions agreed upon with our Customers, compatibility with other Containers already in storage, and past practices used by predecessor storage providers that IM has acquired.

### Initial Move

- For a new Customer, the initial transfer of Articles to an IM Facility for storage will include: pickup; transportation; inbounding and placement into storage.
- The period of time necessary for the initial move will be agreed between the parties and, where appropriate, detailed within an 'Intake Plan'.
- Where the parties agree an Intake Plan, it shall detail: the volume of Articles to be inbounded; the location from which they are to be collected; the timescales for inbounding; and any other relevant information.
- The Customer acknowledges that IM's Fees for any initial move are based on the assumption that the Articles will be available from a ground floor location, palletized and wrapped prior to collection by IM. Should this assumption prove inaccurate, and in the absence of prior agreement between the parties, IM reserves the right to charge the Customer any additional costs incurred relating to its failure to provide the Articles for collection as anticipated.
- The Customer shall be responsible for providing IM with any required information (which may include completing any transmittal sheets provided by IM) prior to collection of the Articles and shall provide this to IM at the point of collection of the Articles.
- The Customer agrees that where the Articles to be collected are more than 30 miles from the nearest IM Facility that IM may charge additional transportation costs. These additional transportation costs will be detailed in the Intake Plan (if any) or notified to the Customer in advance of collection of the Articles.

### **Receiving and Entry (New Containers)**

Upon arrival of the Containers at the IM Facility IM shall:

- Inbound the Container (in accordance with the Customer's request).
- Assign a size to the Container as detailed above.
- Allocate the Container to a location within an appropriate IM Facility.
- Capture the descriptive metadata from the information provided by the Customer prior to ingestion into SafeKeeperPLUS and/or any other IM system used for recording and tracking Articles in storage.

### **Individual Listing (New Files)**

Upon arrival of the files at the IM Facility IM shall:

- Inbound the file (in accordance with the Customer's request).
- Allocate the file to a location within an appropriate IM Facility.
- Capture the descriptive metadata from the information provided by the Customer prior to ingestion into SafeKeeperPLUS and/or any other IM system used for recording and tracking Articles in storage.

### **Retrieval & Delivery**

- Upon request of the Customer IM shall locate, physically identify and, if in storage, retrieve the Article requested by the Customer from the relevant IM Facility. Note any service performed in addition to the retrieval will be billed as a separate line item on the invoice (e.g. permanent withdrawal, destruction, imaging, or secure destruction).
- IM shall deliver the Article(s) to a central location within the Customer's Facility. Unless agreed otherwise as a premium service, IM will not deliver Articles to specific departments or individuals within the Customer's Facility.
- When ordering retrieval services the Customer may elect one of the following delivery options:
  - o Standard Delivery: subject to the order being received by IM before 15:00 IM will deliver the Articles within standard working hours but usually between 08:00 and 18:00 as follows: 2 cartons or less; or 10 files or less within 2 business days via a third party. Deliveries of 3 or more items will be delivered by IM within 5 business days. A maximum of 50 Articles may be ordered by the Customer using this delivery option; or
  - o Rush Delivery: IM will deliver the Articles within 4 hours of receipt of instruction, or within such other period as may be agreed between the parties. A maximum of 5 Articles may be ordered in each Rush Delivery. Note Rush Delivery orders placed and required outside of IM's standard working hours may be provided by IM.
- Should the Customer require a delivery of:
  - o More than 50 Articles by IM at standard delivery rates IM will contact the Customer to agree timescales for the delivery of the Articles;
  - o Any 'List X' Articles by IM, IM will contact the Customer within 4 working hours of receipt of the order to agree timescales for the delivery of the Articles.
- The Customer must state in any request for retrieval services the type of delivery required. In the event that the Customer fails to specify the delivery option IM will provide a Standard Delivery service.
- For Customers outside of mainland Britain, or in remote regions, delivery times will be agreed between the parties prior to the provision of Services.

### **Image on Demand**

- The Customer may request that IM scan and transmit parts or all of an Article electronically (via Secure File Transport Protocol transfer (“**SFTP**”) or via a secure image repository) to the Customer.
- Upon the creation and storage of an Image or Images by IM, IM shall use reasonable endeavours to notify the Customer that the Image or Images is/are available for the Customer to download via a SFTP, image repository or similar system made available by IM.
- IM shall make the Image or Images available through the SFTP, image repository (or similar system made available by IM) for 30 days following the date of notification referred to above. Following this 30 day period IM may remove the Customer’s access to the Image or Images and has irrevocable authority from the Customer to delete such Image or Images.
- IM shall not be liable for a failure to: (i) create an image if IM is unable to locate the required Article: or (ii) to the provide access to the Image or Images due to:
  - o factors outside of IM's reasonable control;
  - o any action or inaction of the Customer or its Authorised Users; or
  - o the Customer’s or an Authorised User’s equipment or telecommunications facilities, and/or third party equipment that are not within the sole control of IM.
- The Customer agrees that it shall bear sole responsibility for ensuring that it retrieves the Image or Images in accordance with the terms of this RM Services Specification. The Customer also acknowledges and agrees that in the event that it fails to retrieve the Image or Images within the 30 day period set out above, IM shall not be liable to the Customer whatsoever with regard to the provision of the Image or Images but shall nevertheless be entitled to receive the Fees for the services provided. The Customer agrees that if it wishes to receive the Image or Images that it failed to retrieve within the 30 day period set out above it shall re-request the creation of the Image or Images and this shall be treated as a new request and charged accordingly. Should the Customer wish to receive the contents of a large number of Articles through the method described above, or to benefit from IM's Insight platform, the Customer should contact its account manager.

### **Permanent Withdrawal of Articles**

- Upon request of the Customer IM shall locate, physically identify and, if in storage, permanently retrieve the Article requested by the Customer from the IM Facility. This applies whether upon termination or expiry of this Agreement or whether as part of the Services during the term of this Agreement.

### **Collection Services**

- The following collection types may be requested by the Customer:
  - o New Containers  
A Container being sent into storage at an IM Facility for the first time.
  - o Refiles  
A Container or file, previously retrieved from storage by the Customer, which is being returned to storage at an IM Facility.
- When ordering collection services the Customer may elect:
  - o Standard Collection: subject to the order being received by IM before 15:00 IM will collect the Articles between 08:00 and 18:00 within 5 working days. A maximum of 50 Articles will be collected from the Customer using this delivery option.
- Should the Customer require the collection of:
  - o More than 50 Articles by IM at Standard Collection rates IM will contact the Customer to agree timescales for the collection of the Articles ;
  - o Any ‘List X’ Articles by IM, IM will contact the Customer within 4 working hours of receipt of the order to agree timescales for the collection of the Articles.

- The Customer must state in any request for collection services the type of collection required. In the event that the Customer fails to specify the collection option IM will provide a Standard Collection service.
- For Customers outside of mainland Britain or in remote regions, collection times will be agreed between the parties prior to the provision of Services.

#### Interfile

- A new file being sent in for storage in an existing box already in storage at an IM Facility.

#### Document Insert

- A document to be added to an existing file already in storage at an IM Facility.

#### Imaging

- A box being sent in for storage in an IM Facility requiring the contents be digitally scanned.

### **Article Destruction**

- Authorised Users may request to have a specific Article destroyed. Upon receipt of request the Article will be retrieved from the storage location at the IM Facility and destroyed in a secure and safe manner and in accordance with EN15713. Should the Customer require a significant volume of Articles to be destroyed the parties shall agree timescales for the destruction.
- A certificate of destruction will be supplied to the Customer within 30 days of the date of destruction.

### **Contaminated Articles**

- If Article(s) are damaged at Customer premises or otherwise (e.g. mould/damp/age) IM may use a third party supplier to restore the Articles where possible.

### **Miscellaneous / Ancillary Services**

- The cost and scope of any Services not detailed within this Agreement shall be agreed in writing in advance between the parties. In the absence of prior written agreement such services shall be charged at IM's then standard rates.
- Unless agreed otherwise in writing any such Services shall be subject to the GT&Cs.

### **Administration Support & Reports**

- As part of the RM Services IM shall, upon reasonable request, provide administrative assistance to the Customer in the management of its accounts.
- The Customer may generate reports through IM Connect, including those detailing Article movement and spend history (split by storage type and services).
- Should the Customer require additional reports or management information to be generated by IM (other than through IM Connect) the Customer agrees to pay IM's reasonable costs in providing such information (which may be charged at IM's discretion).

### **Training**

- An introductory training programme on IM's bespoke online records management utility, "IM Connect", is available to Authorised Users free of charge as part of the implementation procedure.
- This training will cover how to place orders for the component aspects of IM's RM Services as described above and any other relevant procedures that may be required.





Crown  
Commercial  
Service

# Core Terms

## **1. Definitions used in the contract**

Interpret this Contract using Joint Schedule 1 (Definitions).

## **2. How the contract works**

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

- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **3. What needs to be delivered**

#### **3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

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

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

#### **3.2 Goods clauses**

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

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

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

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

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

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

### **3.3 Services clauses**

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

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

## **4. Pricing and payments**

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

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

4.3 All Charges and the Management Charge:

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

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

4.5 A Supplier invoice is only valid if it:

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

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

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

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

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **5. The buyer's obligations to the supplier**

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

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

5.2 Clause 5.1 only applies if the Supplier:

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

## **6. Record keeping and reporting**

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

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

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

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

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

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

## **7. Supplier staff**

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and the Security Policy; and
  - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## 8. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and
- (h) it will comply with each Call-Off Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **9. Intellectual Property Rights (IPRs)**

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
- (b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

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

## **10. Ending the contract or any subcontract**

### **10.1 Contract Period**

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

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

### **10.2 Ending the contract without a reason**

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

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

### **10.3 Rectification plan process**

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

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

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

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

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

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

### **10.4 When CCS or the buyer can end a contract**

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

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;

- ( ) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (a) there is any material Default of the Contract;
- (b) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (c) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (d) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (e) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (f) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (g) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

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

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

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

## **10.5 When the supplier can end the contract**

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

## **10.6 What happens if the contract ends**

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

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

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

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

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

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

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

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

## **10.7 Partially ending and suspending the contract**

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

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

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the

remaining parts of that Contract can still be used to effectively deliver the intended purpose.

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

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

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

## **10.8 When subcontracts can be ended**

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

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

## **11. How much you can be held responsible for**

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

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

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

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

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

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

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

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

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

## **12. Obeying the law**

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

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

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

## **13. Insurance**

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

## **14. Data protection**

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## **15. What you must keep confidential**

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential

- Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

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

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **19. Other people's rights in a contract**

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

## **20. Circumstances beyond your control**

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

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

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

## **24. Changing the contract**

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

24.2 The Supplier must provide an Impact Assessment either:

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

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

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

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

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

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

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

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

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

## **25. How to communicate about the contract**

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Dealing with claims**

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier must not during any Contract Period:

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

27.2 The Supplier must during the Contract Period:

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

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

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

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

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

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

## **28. Equality, diversity and human rights**

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

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

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

## **29. Health and safety**

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

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

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

## **30. Environment**

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

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

## **31. Tax**

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

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

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

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

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

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

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Conflict of interest**

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing

to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

### **33. Reporting a breach of the contract**

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

### **34. Resolving disputes**

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

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

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

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything

necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

## **35. Which law applies**

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