



Crown
Commercial
Service

Call-Off Schedules

Civilian Reserve Discovery and Alpha

Contract Reference: CCIS21A47

Digital Outcomes and Specialists 5 (RM1043.7)

Call-Off Schedules

Call-Off Schedule 1 (Transparency Reports)

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.

Annex A: List of Transparency Reports

Not applicable to this requirement.

Call-Off Schedule 2 (Staff Transfer)

Parts A, B, C & D - Not applicable – Part E (dealing with staff transfer on exit) shall apply to every Contract.

Part E: Staff Transfer on Exit

Obligations before a Staff Transfer

1 Obligations before a Staff Transfer

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

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
 - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

Call-Off Schedule 2 (Staff Transfer)

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

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

2 Staff Transfer when the contract ends

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

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- 2.2 The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.3 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.4 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.5 The indemnity in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.6 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then.
 - 2.6.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.6.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;
 - 2.6.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
 - 2.6.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to:

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

Call-Off Schedule 3 (Continuous Improvement)

1 Buyer's Rights

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

2 Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

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- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

Redacted – Commercially Sensitive Information

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

1 Call-Off Contract Charges

1.1 The Supplier shall provide:

1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables in accordance with the Buyer's Statement of Requirements.

1.1.2 for each individual Statement of Work (SOW), the applicable Charges, calculated in accordance with the charging methods detailed in the Order Form and using all of the following:

Call-Off Schedule 7 (Key Supplier Staff)

- (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract;
- (b) the number of Work Days, or pro rata for every part of a Work Day (see Paragraph 1.2 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff and/or facilities will be required to provide the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date; and
- (c) except in the case of Lot 3 (User Research Studios), a contingency margin of up to 20% of the SOW value ("**Contingency Margin**") applied to the sum calculated on the basis of (a) and (b), to accommodate any changes to the SOW Deliverables during the SOW Start Date and SOW End Date. The Supplier must (i) explain the reasons for its proposed use of, and (ii) obtain the Buyer's Approval before applying, any amount of the Contingency Margin.

1.2 Further to Paragraph 1.5 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed day rate for each Supplier Staff;
- any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges: **As per the Bid Pack Attachment 3 Statement of**

Requirements, which will be inserted into Schedule 20 (Call Off Specification) on award of Contract.

Annex 1 (Expenses Policy)

No Supplier expenses will be covered by the buyer.

Annex 2:

Rates and Costs are excluding VAT.

Discovery:

Task	Task Activities (Bidder to detail)	Role Assigned	Daily Rate	Total number of days	Total Cost
Dual Delivery/Ways of Working The Supplier will work in collaboration with the Cabinet Office team to establish a secure and consistent strategy for dual delivery.	<ul style="list-style-type: none"> • Workshop to define model • Write-up • Review / apply comments • Agree / baseline 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Profiles/Personas Create an understanding of the user needs and goals by Identifying and creating (epic level) user profiles for all the different (potential) users of the system.	<ul style="list-style-type: none"> • Workshop to identify potential users • Create initial draft profiles • Iterate throughout Discovery based on user research findings 	Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
User Story Epics Provide an	• User Research /	Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

Call-Off Schedule 7 (Key Supplier Staff)

<p>understanding of the user needs and goals by creating user stories for the different (potential) users of the system</p>	<p>Interviews <ul style="list-style-type: none"> • Create Epic-level Backlog • Iterate throughout Discovery </p>		y Sensitive Information	y Sensitive Information	y Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Content Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Performance Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Quality Assures and Testers	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>User Journey Map/Service Map Create a process map to show how users would use the digital service</p>	<p>• User Research / Interviews <ul style="list-style-type: none"> • Create User Journey Map / Service Map • Iterate throughout Discovery </p>	Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Content Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Performance Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Quality Assures and Testers	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>User Requirements Epics Create a list of Epic level user requirement for the digital service</p>	<ul style="list-style-type: none"> • User Research / Interviews • Create Epic-level Requirements • Iterate throughout Discovery 	Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Content Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Performance Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Quality Assures and Testers	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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<p>Technical landscape & architecture Show how this service will align with and integrate with other shared services. Identify the constraints, blockers and opportunities associated with these key services, including CS skills assessment tools, payroll and other shared services capabilities, such as the ERP systems of the new clusters.</p>	<ul style="list-style-type: none"> • Understand existing services • Draft Architecture • Stakeholder review / iteration • Agree Discovery-level baseline 	Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Performance framework and measures Create the foundations of a performance framework setting out how the service will measure if it is successful.</p>	<ul style="list-style-type: none"> • Engage stakeholders • Draft Performance Framework • Stakeholder review / iteration • Agree Discovery-level baseline 	Performance Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Policy Review Identify the policy intents, what role the digital service would have in its delivery and what constraints the policies create.</p>	<ul style="list-style-type: none"> • Review Policy documentation • Explore intents, role of the service and constraints with stakeholders 	Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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	<ul style="list-style-type: none"> • Document and share findings across the team 				
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Security Landscape</p> <p>Create a security landscape overview that will provide an understanding of the security and assurance landscape, including potential threats and controls.</p>	<ul style="list-style-type: none"> • Engage stakeholders • Draft Security Landscape • Stakeholder review / iteration • Agree Discovery-level baseline 	Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Discovery report</p> <p>Produce a Discovery Report, covering the key points in this section, including:- the current landscape, problem(s) to be solved, opportunities, constraints, risks and recommendations</p> <p>The report should include an evaluation of whether the project should continue into Alpha.</p>	<ul style="list-style-type: none"> • Agree key findings • Draft Discovery Report • Stakeholder review / iteration • Agree baseline • Attend / support GDS service assessment 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Performance Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Alpha work proposal and roadmap Produce a work proposal for the alpha SoW, including the main areas/assumptions to be investigated and tested such as potential technologies. The proposal should also include high-level understanding of the likely scale of costs caveated with the assumptions that will be tested in the Alpha Phase.	<ul style="list-style-type: none"> • Agree key Alpha objectives / activities • Draft Alpha plan & resourcing • Estimate post-Alpha work / costs • Stakeholder review / iteration • Agree 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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Account management and other costs associated with delivery of the Discovery phase where not detailed above.	<ul style="list-style-type: none"> • Setting up the agile environment • Removing obstacles or 'blockers' to progress • Plan / Budget / RAID management • Delivery stakeholder management 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
				TOTAL CHARGE FOR DELIVERY OF DISCOVERY PHASE	Redacted – Commercially Sensitive Information

Alpha:

Task	Task Activities (Bidder to detail)	Role Assigned	Daily Rate (As Per Submitted Rate Card)	Total number of days	Total Cost
Dual Delivery/Ways of Working The Supplier will work in collaboration with the Cabinet Office team to establish a secure and consistent strategy for dual delivery.	<ul style="list-style-type: none"> • Workshop to define model • Write-up • Review / apply comments • Agree / baseline 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Service Delivery Roadmap Create a clear digital strategy for the service with a roadmap for delivering the service.	<ul style="list-style-type: none"> • Engage stakeholders • Strategy workshop • Write-up • Stakeholder Review / Iteration • Agree 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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			Sensitive Information	Sensitive Information	Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Platform Options Review Produce a review of the potential solutions on the market against the user requirements.</p>	<ul style="list-style-type: none"> • Consider Discovery findings against existing Cabinet Office infrastructure / architecture • Consider suitability and identify gaps • Assess market options • Draft Platform Options Review • Stakeholder Review / Iteration • Agree 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Prototype Creation Create prototypes to demonstrate and explain the planned approach and digital service</p>	<ul style="list-style-type: none"> • Confirm Alpha candidates (based on riskiest assumptions) • Alpha-level design, development and test • User research against prototypes • Iterate based on user research • Refine Backlog in light of findings 	Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Content Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Senior Developer and frontend developer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Developer and frontend developer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Quality Assures and Testers	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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		Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Performance Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Cost Models Produce modelling of the costs and the budget required that can be developed into the business case.</p>	<ul style="list-style-type: none"> • Cost modelling (based on outputs of Platform Options Review, Service Delivery Roadmap, Resource Plan and Prototype Creation) • Stakeholder review / iteration • Agree Alpha-level baseline 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
<p>Resourcing Plan Create a resourcing plan for delivering the service that can be sustained into live service with the range of digital skills required to meet standards.</p>	<ul style="list-style-type: none"> • Identify and model required resourcing • Stakeholder review / iteration • Agree Alpha-level baseline 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Data Definition Start to create a list of all the data that would need to be stored in a software system and where that data would need to be sourced from, for the service to meet the needs of the users	<ul style="list-style-type: none"> • Draft Data Definition • Stakeholder review / iteration • Agree Alpha-level baseline 	Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Senior Developer and frontend developer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Service Review Pack Produce a service review pack collating the outputs of Discovery and Alpha for stakeholders, including the service assessment team.	<ul style="list-style-type: none"> • Agree key findings • Draft Service Review Pack • Stakeholder review / iteration • Agree baseline • Attend / support GDS service assessment 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Performance Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Beta work proposal and roadmap Prepare a work proposal for Beta including the expected resource profile and capabilities.	<ul style="list-style-type: none"> • Agree key Beta objectives / activities • Draft Beta plan & resourcing • Estimate post-Alpha work / costs • Stakeholder review / 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Senior User Research	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Designer	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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	iteration • Agree	Tech Lead	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
		Business Analyst	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Account management and other costs associated with delivery of the Alpha phase where not detailed above.	<ul style="list-style-type: none"> Setting up the agile environment Removing obstacles or 'blockers' to progress Plan / Budget / RAID management Delivery stakeholder management 	Delivery Manager	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
				TOTAL CHARGE FOR DELIVERY OF ALPHA PHASE	Redacted – Commercially Sensitive Information

Summary:

Phase	Total Cost for this Phase
Discovery	Redacted – Commercially Sensitive Information
Alpha	Redacted – Commercially Sensitive Information
Total Cost of Delivery	£231,520.00 (ex VAT)

Rate Card:

<u>Role (According to Service Manual)</u>	<u>Description</u>	<u>Offered Daily Rate For The Contract (£GBP)</u>	<u>Supplier's RM1043.7 Maximum Framework Rate</u>
Delivery Manager	Your delivery manager is responsible for: <ul style="list-style-type: none"> Setting up the agile environment your team needs to build and iterate a user-centred service Removing obstacles or 'blockers' to progress Helping your service team become better at autonomously 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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	<p>organising their own work</p> <ul style="list-style-type: none"> • Making sure accessibility is factored into each feature or activity the team's working on 		
Senior User Research	<p>Your user researcher helps your team learn about the people who will use your service. This will help you design and build a service that works well for all your users, including people with a disability and those who need support.</p>	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
User Research	<p>On your team, they will:</p> <ul style="list-style-type: none"> • Plan and carry out research using a range of methods • Involve the team in user research to help everyone develop a deep understanding of your users • Create clear findings that help your team continuously improve your service, based on data and evidence 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Content Designer	<p>A content designer is responsible for the content in your service. They contribute to service design by:</p> <ul style="list-style-type: none"> • Developing content plans and strategies based on user needs • Writing clear, usable and accessible content in plain English • Reviewing content to make sure it's accurate, relevant, accessible and written in line with GOV.UK style • Communicating the principles of content design to your service team and others across your organisation • Advocating for users of your service by challenging requests that don't support their needs 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Designer	<p>Designers help your team create user-focused, accessible services and a consistent user experience.</p> <p>Depending on the type of service you're building, you may need a team of designers with a range of different skills, for example interaction, content, service or graphic designers.</p>	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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Tech Lead	<p>You need developers on your team to:</p> <ul style="list-style-type: none"> • Build accessible software with a focus on what users need from your service and how they'll use it 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Senior Developer and frontend developer	<ul style="list-style-type: none"> • Advise on the technical feasibility of designs 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Developer and frontend developer	<ul style="list-style-type: none"> • Write, adapt, maintain and support code • Continually improve the service with new tools and techniques • Solve technical problems 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Performance Analyst	<p>Performance analysts help your team understand and improve your service's performance by:</p> <ul style="list-style-type: none"> • Collecting and presenting key performance data and analysis for your service • Working with your service owner to make sure their service meets the performance requirements set out in the Service Standard • Helping your service team understand user needs by providing quantitative and qualitative evidence from web analytics, financial data and user feedback 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Business analyst	<p>Business analysts work with the service owner or product manager to:</p> <ul style="list-style-type: none"> • Define what skills a service will need and map where these can be found (eg from an external contractor) • Check there's the budget to cover the proposed approach • Analyse how much money your project needs for its ongoing running costs • Analyse and map risks and propose solutions 	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information
Quality Assures and Testers	<p>The quality of any digital service is the responsibility of the entire team, and the final responsibility lies with the service owner.</p> <p>Employing specialist skills from outside of the service is a good way to make sure this is tested thoroughly. You may find this</p>	Redacted – Commercially Sensitive Information	Redacted – Commercially Sensitive Information

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	particularly helpful for penetration testing and quality assurance. A quality assurer can work on a short-term basis with your team to build quality into everything they do. They should leave your team capable of managing quality as part of their standard development and iteration of the service.		
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Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

1 Definitions

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

Term Definition

Buyer Property the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

Buyer Software any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;

Buyer System the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;

Commercial off the shelf Software or COTS Software Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;

Defect any of the following:

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on

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response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

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

ICT Environment the Buyer System and the Supplier System;

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

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

Malicious Software any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

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

Open Source Software computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

Operating Environment means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- (a) the Deliverables are (or are to be) provided; or
- (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- (c) where any part of the Supplier System is situated;

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

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

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

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

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

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

Specially Written Software any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of

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this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and

Supplier System the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2 When this Schedule should be used

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

3 Buyer due diligence requirements

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

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

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

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

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

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

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

3.2.2 the actions needed to remedy each such unsuitable aspect; and

3.2.3 a timetable for and the costs of those actions.

3.3 The Supplier undertakes:

3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in each Statement of Work; and

3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

4 Licensed software warranty

4.1 The Supplier represents and warrants that:

4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

4.1.2 all components of the Specially Written Software shall:

4.1.2.1 be free from material design and programming errors;

4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

4.1.2.3 not infringe any IPR.

5 Provision of ICT Services

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5.1 The Supplier shall:

5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3 ensure that the Supplier System will be free of all encumbrances;

5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

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

6 Standards and Quality Requirements

6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("Quality Plans").

6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7 ICT Audit

7.1 The Supplier shall allow any auditor access to the Supplier premises to:

7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);

7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8 Maintenance of the ICT Environment

8.1 If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("Maintenance Schedule")

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and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "Permitted Maintenance") in accordance with the Maintenance Schedule.

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

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

9 Intellectual Property Rights

9.1 Assignments granted by the Supplier: Specially Written Software

9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and

9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "Software Supporting Materials").

9.1.2 The Supplier shall:

9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3 without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

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

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

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

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

9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer

9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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

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

9.3.4.2 will no longer be made commercially available

9.4 Buyer's right to assign/novate licences

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

9.4.1.1 a Central Government Body; or

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

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

9.5 Licence granted by the Buyer

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

9.6 Open Source Publication

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

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

9.6.1.2 based on Open Standards (where applicable),

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

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

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

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

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

9.6.2.4 can be published as Open Source without breaching the rights of any third party;

9.6.2.5 will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6 do not contain any Malicious Software.

9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

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9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7 Malicious Software

9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10 IPR asset management

10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:

10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.

10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.

10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.

10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

Redacted – Commercially Sensitive Information

Call-Off Schedule 7 (Key Supplier Staff)

1 Key Supplier Staff

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

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1 Definitions

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

Term	Definition
Breach of Security	the occurrence of: <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2; and
Security Management Plan	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2 Complying with security requirements and updates to them

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

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

3 Security Standards

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

4 Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the

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Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;

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- (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5 Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

6 Data security

- 6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited as specific to the Buyer and will comply with:
- the government security policy framework and information assurance policy;

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- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and the relevant government information assurance standard(s).
- Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation

Call-Off Schedule 10 (Exit Management)

1 Definitions

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

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

Termination Assistance	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
Termination Assistance Notice	has the meaning given to it in Paragraph 5.1 of this Schedule;
Termination Assistance Period	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
Transferable Assets	Exclusive Assets which are capable of legal transfer to the Buyer;
Transferable Contracts	Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
Transferring Assets	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
Transferring Contracts	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2 Supplier must always be prepared for Contract exit and SOW exit

- 2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.
- ("Registers").
- 2.3 The Supplier shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and

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the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

3 Assisting re-competition for Deliverables

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

4 Exit Plan

- 4.1 The Supplier shall, within one (1) month after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

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- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) prior to each SOW and no less than every one **(1) month** throughout the Contract Period; and
 - (b) no later than **twenty (20) Working Days** after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

Call-Off Schedule 13 (Implementation Plan and Testing)

- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6 Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant Service Levels and/or the KPIs accordingly.

7 Obligations when the contract is terminated

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

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

8 Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

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- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9 No charges

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

10 Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

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

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A: Implementation

1 Definitions

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

Term	Definition
Delay	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
Deliverable Item	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
Milestone Payment	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; and
Implementation Period	has the meaning given to it in Paragraph 7.1.

2 Agreeing and following the implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan within 21 calendar days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 2.6 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW,

3 Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4 Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5 What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6 Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7 Implementation Plan

- 7.1 The Implementation Period will be a [six (6)] Month period for the Call-Off Contract and for the duration of each SOW.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

Call-Off Schedule 13 (Implementation Plan and Testing)

- 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
 - 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
 - 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

- A.1 The Supplier shall provide a:
 - (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and

Call-Off Schedule 13 (Implementation Plan and Testing)

(b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

- Milestone: End of Discovery
- Deliverable Items: All items listed in Discovery and Alpha SOWs
- Duration: 6 months
- Milestone Date: To be confirmed on Contract Award
- Buyer Responsibilities: Review all deliverables and give feedback before final submission
- Milestone Payments: End of Discovery and end of Alpha
- Delay Payments: until deliverables in SOW have been signed off by buyer

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be not applicable.

The Supplier's Implantation Plan as set out in their Tender Response will be inserted at Contract Award once received in the Bidder's submission.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date TBC]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): **[Insert relevant description of the agreed Deliverables/Milestones].**

We refer to the agreement ("**Call-Off Contract**") **[insert Call-Off Contract reference number and any applicable SOW reference]** relating to the provision of the **[insert description of the Deliverables]** between the **[insert Buyer name]** ("**Buyer**") and **[insert Supplier name]** ("**Supplier**") dated **[insert Call-Off Start Date dd/mm/yyyy]**.

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to **[insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan]** have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of **[insert name of Buyer]**

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

SECTION 2: BALANCED SCORECARD

1 Balanced Scorecard

1.1 As an alternative to or in addition to Service Levels and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.

[Version 1 Solutions Ltd]:

A. KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner
- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

Measurement

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates • Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

Source: Supplier Reports/Invoices

Owner: To be agreed

B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

Measurement

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

Source: Project Managers and wider Buyer Team's verification

Owner: To be agreed

C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> No behavioural problems identified Buyer workshops attended and positive contributions made Added value recognised by the programme above provision of compensated skilled resource/facilities 	<ul style="list-style-type: none"> Some minor behavioural problems Supplier only attends some workshops or provides minor contributions Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant 	<ul style="list-style-type: none"> Significant behavioural problems Supplier contributions are rare or insignificant and shows little interest in working with other suppliers No added value contributions recognised by the Programme

Source: Collective feedback on suppliers from both Buyer and other supplier staff

Owner: To be agreed

D. KPI: People in place (Delivery)

All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required No problems identified with quality of work or state of facility Supplier is making positive team contributions Supplier skills or facilities meet the standards expected 	<ul style="list-style-type: none"> Minor issues noted with quality of work or standard of facilities Few contributions made within team 	<ul style="list-style-type: none"> Resource is swapped out from project due to deficiency in skill-set or change of facility is required Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another) Significant issue with quality of work or facility noted in a month

Source: Project manager and wider buyer team

Owner: To be agreed

1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start

Date including the Material KPIs as defined in Framework Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.

1.3 The recommended process for using the Balanced Scorecard is as follows:

- the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
- on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance
- following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
- following agreement of final scores, the process is repeating as per the agreed schedule

2 Buyer redress for failure to provide Services at or above Service Levels –

2.1 The Buyer may ask for a Rectification Plan if the Supplier:

- 2.1.1 fails to meet any of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least **[3]** occasions within a 12-Month rolling period
- 2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the KPI targets listed on the Balanced Scorecard, on at least [3] occasions within a Statement of Work duration], or within a period of 3 Months (whichever is the earlier)

2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

3 Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:

- 3.2.1 for each KPI, the actual performance achieved over the relevant period;
- 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
- 3.2.3 details of any failures of KPIs across one or more SOW;
- 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and

- 3.2.5 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
- 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
- 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

Call-Off Schedule 20 (Call-Off Specification)

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.

Below is the Statement of Requirements as issued during the procurement process.

1. PURPOSE

- 1.1 Government Shared Services (GSS) is a unit within Government Business Services (GBS) in the Cabinet Office. We support the Cabinet Office's aims to ensure the delivery of the finest public services and improve the efficiency of government. We are the centre of expertise working across departments to make it easier for civil servants to use digital platforms for HR, finance and payroll.
- 1.2 The Civil Service will respond better to the next crisis if we can rapidly identify and deploy individuals with the needed skills and experience to meet that crisis. An effective civilian reserve could increase the range of expertise and experience within government and improve its response to threats to national resilience.
- 1.3 The vision of our work is to provide an effective, user focused and cost-efficient Civilian Reserve digital service that can meet the needs of the Civil Service in the advent of another crisis and could also be used to meet other surge resource requirements.
- 1.4 In support of delivering this initiative, we are seeking to procure a digital delivery partner to undertake the Discovery and Alpha phases for the Civilian Reserves digital service to better understand what is needed from the users of the service and what are the best options to meet those needs.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

Organisational Overview

- 2.1 GBS is a large business unit of the Cabinet Office with approximately 550 staff. Our primary role is to provide system leadership across central government in pulling together back office services into a coherent whole. We support the Civil Service with the modernisation of high-volume HR and finance processes. Through the delivery of our expert services at the heart of government, we are getting the basics of Civil Service employment right - from the day they are hired, throughout their careers and continuing after they've retired. We make a direct contribution to the wellbeing of 423,000 civil servants by streamlining processes and making things easier, this has never been more important. We've currently got four main functions.
 - On Shared Services, through a systems leadership approach we provide Payroll and Payments Processing. We directly oversee the services to 200,000 people through the SSCL joint venture. We're currently implementing a revised strategy, one of the biggest steps forward in this area in many years.

- Our Government Recruitment Service delivers around 70% of government recruitment to over 200 government organisations. We set high standards for our services, and help the Civil Service attract strong candidates.
- Our administration of the Civil Service and Royal Mail pension schemes means nearly two million people receive their retirement fund and are fully equipped to make informed choices
- The services we provide also enhance the careers of civil servants through the design, build and operation of learning and identity platforms which enable them to focus on the business of government.

- 2.2 We strive for a future where regardless of where you work in the Civil Service, there will be one employer, one estate, one dataset, and one set of systems. We are an essential component in delivering this for the Civil Service and we take pride in delivering better services, through modern systems and processes, at a lower cost. Our work has the potential to radically transform the look and feel of the Civil Service, making many routine transactions smarter for all of us. With better collection and flow of data across departments, we have the potential to get one step closer to interoperability across government.
- 2.3 GSS - part of GBS - is the centre of expertise working across departments to transform shared services in line with the [Shared Services Strategy for Government](#). Government employees rely on HR and finance services to process internal transactions like expenses, leave, payslips, and financial approvals. Sharing these services across government supports effective and efficient departmental administration and enables civil servants and others in the public sector to focus on delivering government priorities and public services.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

The Civilian Reserve

- 3.1 The Civilian Reserve will improve government resilience in crises, increase access to expertise, and lead to significant savings on management consultants and contingent labour. It is an important enabler for the National Resilience Strategy and complements existing work on increasing secondments, reducing consultancy spend, and improving our emergency resourcing system. It completes a coherent package of societal response to support government in crisis - complementing the Military Reserve, the Health and Care Reserve, and Special Constables.
- 3.2 The Civilian Reserves initiative is expected to have three strands:
1. **Operational Reserve (Government):** former civil servants (particularly grades 6 and 7), who commit to doing at least 10 days in the civil service per year, plus additional work in an emergency, with 1 day's annual training in emergency response. Given that 9% of leavers are grade 6s and 7s, this group will contain approximately 1,100 people if 10% of grade 6 and 7 leavers join within 5 years of leaving.

2. **Operational Reserve (Local Resilience Forum):** former senior civil servants who volunteer their time for free to their Local Resilience Forum (LRF) - either as part of the LRF's regular meetings and preparation work, or as part of an emergency response. They would be given one week of training in exchange for carrying out at least one week of work, plus additional work in an emergency. Assuming that, as in the military reserve, roughly 34% of reservists would be prepared to do over 30 days a year of reservist work, and noting MHCLG's requirement for 50 people to support LRFs in times of emergency (see Annex 2E), this group will need to contain approximately 170 people.
3. **Strategic Reserve:** former civil servants (other grades), who commit to returning to the civil service if invited back in times of emergency. They would be invited to apply for a day's annual training in emergency response, with, for example, 50 places available. If 10% of leavers join the Civil Service Alumni Reserve, this group could contain around 10,500 people.

Delivery Phases

- 3.3 All strands of the civilian reserve are expected to require a digital service to manage and communicate with the reserve. This business case seeks to initiate the Discovery and subsequently Alpha phases to investigate, scope and design such a service.
- 3.4 This digital service is expected to overlap a wider use case of tracking civil servant skills and experience. The Discovery phase will also explore this opportunity to ensure that any digital components created for the reserves initiative can be reused for the broader use case.
- 3.5 This programme will follow the [government digital standards](#) and [service manual](#), including an agile delivery approach and the phases. This contract covers the Discovery and Alpha phases only.
- 3.6 **Discovery Phase**
 - 3.6.1 Before committing to building a service, we need to understand the problem that needs to be solved. Discovery tends to last between 4 and 8 weeks. This means learning about:
 - our users and what they're trying to achieve
 - any constraints we'll face making changes to how the service is run - for example, because of technology or legislation
 - the underlying policy intent we're been set up to address - this is the thing that government wants to change or make happen
 - opportunities to improve things - by sharing data with other teams, for example
 - 3.6.2 The Discovery Phase focuses on exploring the problem space, developing a view of the current landscape and the challenges ahead for any services and platforms. It should be entirely agnostic of technologies allowing us to avoid biases, or determining the purpose and needs to be addressed by any new platforms and services.

3.6.3 Please refer to the linked Service Manual - [How the discovery phase works](#)

3.7 Alpha Phase

3.7.1 Before deciding on the best approach and technology, we need to try out different solutions to the problems we learnt about during discovery. Alphas tend to last between 6 and 8 weeks.

3.7.2 Alpha is spent building prototypes and testing different ideas. This often includes challenging the way things are currently done and exploring new approaches before committing to a solution.

3.7.3 A crucial part of alpha is identifying our riskiest assumptions and testing them. The goal is to reduce these risks by experimenting while the stakes are lower, such as before long-term contracts are awarded or commitments are made.

3.7.4 Alpha is finished when we have a prototype that is substantial enough to decide whether to move on to the beta phase or not. To move on to beta we need to be confident that:

- We can create something that meets users' needs and is cost-effective
- We'll have the budget and people necessary to deliver what you need to - this includes having a budget for ongoing research

3.7.5 We will be able to explain and evidence this decision using the success metrics identified at the end of discovery. When we're confident we should move on to beta, we will develop the business case for the beta phases including the Private and Public Beta phases.

3.7.6 Please refer to the linked Service Manual - [How the alpha phase works](#)

4. DEFINITIONS

Expression or Acronym	Definition
GBS	Means Government Business Services
GSS	Means Government Shared Services
Us	Means the Contracting Authority
Our	Means the Contracting Authority

5. SCOPE OF REQUIREMENT

5.1 The selected supplier will act as a delivery partner for the Civilian Reserve project, providing digital expertise to augment and enhance the project delivery teams. This will likely centre on providing small teams of digital specialists to

work alongside civil servants in hybrid delivery teams for the Discovery and Alpha phases. This contract scope will cover the Discovery and Alpha phases of the Civilian Reserve project.

5.2 The provision of specialist digital resources and expertise will include: user research, business analysis, interaction design, and software prototyping.

5.3 The initial contract will be for a 6-month period with a single extension option of six months (6+6). The contract will have up to 2 statements of work (SoWs):

I. Discovery: 4-6 weeks with a maximum value of **Redacted – Commercially Sensitive Information**

II. Alpha: 6-8 weeks with a maximum value of **Redacted – Commercially Sensitive Information**

After the initial statement of work (Discovery), the outcomes will be reviewed internally. If the service is evaluated as feasible and value for money and the supplier has performed effectively it would continue into the second SoW (Alpha). Continuation into the Alpha phase is not guaranteed under this requirement.

5.4 As this contract only covers Discovery and Alpha phases it is likely that another contract will be awarded covering the Beta phase onwards through a separate procurement activity.

5.5 The maximum contract value will be set at £325,000 (excluding VAT). There is no commitment to spend up to this value and all work will be agreed through the Statement of Work (SoW) process, which collectively cannot exceed the contract value.

5.6 The SoW template to be used is set out in Digital Outcomes and Specialists Framework Call Off Contract Annex 1 – Template Statement of Work (SOW), including pricing arrangements and Key Staff.

6. THE REQUIREMENT

6.1 The Authority is seeking a Supplier to assist us in carrying out the Discovery and Alpha phases of the Civilian Reserve initiatives. These details of these services will be provided by SoWs, which will be agreed with the supplier before work begins.

6.2 The delivery partner will provide specialist digital resources and expertise including: user research, business analysis, interaction design, and software prototyping

6.3 It is expected that the incoming Supplier will work alongside our in-house delivery team in accordance with the following values and principles of Agile delivery. The in-house delivery team currently consists of a Delivery Manager and Service Manager with support from the wider digital team. As the product moves into Alpha we expect to recruit additional in-house roles.

6.4 The project will be delivered utilising the core values and principles of agile, as detailed in **Appendix A - Agile development methodology and roles and responsibilities of the project workers**.

6.5 Agile development services to undertake the Discovery and Alpha phases for the Civilian Reserves digital service.

7. KEY MILESTONES AND DELIVERABLES

7.1 The table below sets out the key deliverables expected for the phases which would be included in the SoW process:

For Discovery Phase	
Dual Delivery/Ways of Working	The Supplier will work in collaboration with the Cabinet Office team to establish a secure and consistent strategy for dual delivery.
Profiles/Personas	Create an understanding of the user needs and goals by Identifying and creating (epic level) user profiles for all the different (potential) users of the system.
User Story Epics	Provide an understanding of the user needs and goals by creating user stories for the different (potential) users of the system
User Journey Map/Service Map	Create a process map to show how users would use the digital service
User Requirements Epics	Create a list of Epic level user requirement for the digital service
Technical landscape & architecture	Show how this service will align with and integrate with other shared services. Identify the constraints, blockers and opportunities associated with these key services, including CS skills assessment tools, payroll and other shared services capabilities, such as the ERP systems of the new clusters.
Performance framework and measures	Create the foundations of a performance framework setting out how the service will measure if it is successful.

Policy Review	Identify the policy intents, what role the digital service would have in its delivery and what constraints the policies create.
Security Landscape	Create a security landscape overview that will provide an understanding of the security and assurance landscape, including potential threats and controls.
Discovery report	Produce a Discovery Report, covering the key points in this section, including:- the current landscape, problem(s) to be solved, opportunities, constraints, risks and recommendations. The report should include an evaluation of whether the project should continue into Alpha.
Alpha work proposal and roadmap	Produce a work proposal for the alpha SoW, including the main areas/assumptions to be investigated and tested such as potential technologies. The proposal should also include high-level understanding of the likely scale of costs caveated with the assumptions that will be tested in the Alpha Phase.
For Alpha Phase	
Dual Delivery/Ways of Working	The Supplier will work in collaboration with the Cabinet Office team to establish a secure and consistent strategy for dual delivery.
Service Delivery Roadmap	Create a clear digital strategy for the service with a roadmap for delivering the service.
Platform Options Review	Produce a review of the potential solutions on the market against the user requirements.
Prototype Creation	Create prototypes to demonstrate and explain the planned approach and digital service
Cost Models	Produce modelling of the costs and the budget required that can be developed into the business case.

Resourcing Plan	Create a resourcing plan for delivering the service that can be sustained into live service with the range of digital skills required to meet standards.
Data Definition	Start to create a list of all the data that would need to be stored in a software system and where that data would need to be sourced from, for the service to meet the needs of the users
Service Review Pack	Produce a service review pack collating the outputs of Discovery and Alpha for stakeholders, including the service assessment team.
Beta work proposal and roadmap	Prepare a work proposal for Beta including the expected resource profile and capabilities.

8. MANAGEMENT INFORMATION/REPORTING

8.1 Please refer to section 18 below (Contract Management).

9. VOLUMES

9.1 The anticipated contract volumes are largely driven by the potential bidder's response to the ITT to scope out the requirement to determine how many man hours/days etc are needed to fulfil the requirement.

10. CONTINUOUS IMPROVEMENT

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

10.2 The Supplier should present new ways of working to the Authority during Contract review meetings.

10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

11.1 The Supplier shall comply with the sustainability requirements set out in Attachment 5c - Joint Schedule 5 (Corporate Social Responsibility).

11.2 The Buyer requires the Supplier to deliver environmental and social benefits in the performance of the contract to support the government's Social Value commitment, as submitted within the Supplier's proposal.

12. QUALITY USABILITY AND ACCESSIBILITY

- 12.1 The Discovery and Alpha phases will not include the development or delivery of “production ready” digital services. There will therefore not be formal usability, accessibility, or other standards assessment at this stage.
- 12.2 The Alpha phase may include developing prototypes which should endeavour to meet the standards below to provide an accurate representation of the future service.
- 12.3 The following standards will apply to any future digital services:
- Government Digital Service standards for digital service development and specifically delivery as set out in the Government Service Design Manual, <https://www.gov.uk/service-manual>;
 - The World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA and where practical AAA; and
 - ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

Agile Development Methodology

- 12.4 The agile development methodology, roles and responsibilities of the project workers to be deployed in carrying out the required services are set out in **Appendix A - Agile development methodology and roles and responsibilities of the project workers**.
- 12.5 The delivery process will be agreed for each service/workstrand within the hybrid delivery team. This should be an agile approach but the specific frameworks and approaches will adapt based on the circumstances and preferences of the team. We typically use the Scrum framework adapted to the specific product/service and team with regular sprint events/ceremonies.
- 12.6 It is an expectation of the Buyer that the agile approaches adopted are based on a meaningful interaction of rules, discipline, personal responsibility, thinking together and assisting each other to deliver the intended results.

Civil Servant Resources

- 12.7 GSS is currently recruiting civil servants for each delivery team to build the capability and capacity to deliver the outcomes in partnership with the Delivery Partner.
- 12.8 The table below details the in-house roles we’re expecting to have in place for each strand:

Role	FTE per strand	Responsibilities
Service Manager	0.2	A responsible for a portfolio of products and services ensuring that they are delivered and maintained to the high quality standards. They lead multiple teams and set out the service strategy and context.
Delivery Manager	0.5 - 1	Ensure the team has what it needs to deliver products and services. This includes tackling blockers and keeping stakeholders informed.
Product Manager	1	Define the product strategy, priorities and roadmap. They are responsible for the quality of their product and will champion both user and business needs. The Product Manager will likely join the project during the Alpha phase.
Architecture Team	~0.5	Provide advice and standards for technology strategy and standards. Our architecture team includes solutions, technical, data, and enterprise architects that will support the initiatives as needed. It also includes security and privacy specialists that will advise the strands.

12.9 Where a role is less than 1 FTE (full time equivalent), it is likely they will be working on multiple strands to ensure alignment and knowledge transfer. In addition to these, the strands will be able to draw on the wider GSS team for their experience and expertise which includes the full spectrum of digital roles.

12.10 The team composition will vary for each strand based on timing and availability. The Delivery Partner augments this to ensure we have the breadth and depth of roles to deliver quality Discovery and Alpha phases. This might include more of some of the roles (e.g. user research) or additional roles (e.g. developers, QA testers).

Statement of Work (SoW) Process

- 12.11 Delivery under this call-off contract will be carried out in accordance with instructions set out in individual SoW requests. It is envisaged that there will be a series of SoW's issued under the call-off contract during the contract period. The SoWs are expected to be on a capped time and materials basis.
- 12.12 Work will be carried out in accordance with the agile methodology set out in Appendix A - Agile development methodology and roles and responsibilities of the project workers.
- 12.13 The Buyer will issue the Supplier a SoW request, which will include, but not limited to information on:
- the high-level objectives for the proposed outcome and/or work;
 - outline timetable for the SoW, including start and end dates; and
 - any requirements related to payment milestones.
- 12.14 The Supplier will respond to the SoW request by providing the Buyer an estimate for undertaking the work, which will include, but not be limited to:
- proposals setting out the staff resources will be deployed;
 - an initial release plan, including Sprint schedule, timetable; and
 - pricing schedule, including a breakdown of the charges and a description of the price components.
- 12.15 The final SoW will be agreed following a joint workshop, in which the Supplier response estimate is reviewed to determine whether the proposed resourcing and pricing is appropriate in accordance with the required effort, using a set of reference user stories from previous SoW's, similar contracts, benchmarking complexity, velocity and team costs, whilst taking into consideration the risks of implementation and business value for the user stories. The purpose of the joint workshop is to agree on all components of the SoW, including the plan, sprint schedule, timetable, pricing schedule, and have it signed.
- 12.16 The SoW must be signed and dated by both Parties before any work commences.
- 12.17 Work will commence in accordance with the dates specified in the SoW. Work must be quality reviewed and accepted by the Product Manager / Service Manager before being considered complete. This will be required for invoice payment.

13. PRICE

- 13.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
- 13.2 The contract will be priced for 2 Statements of Work (SoWs):
- I. Discovery: 4-6 weeks with a budget estimated at **Redacted – Commercially Sensitive Information**

II. Alpha: 6-8 weeks with a budget estimated at **Redacted – Commercially Sensitive Information**

- 13.3 The Supplier's overall price for delivery of the combined Discovery and Alpha phases must not exceed a total price of £325,000.00 excluding VAT.
- 13.4 Bid Submissions exceeding £325,000.00 excluding VAT will be deemed non-compliant and excluded from the competition.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient and flexible level of resource throughout the duration of the contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the contract shall have the relevant qualifications, experience to deliver the contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.
- 14.4 The Supplier is expected to work in close collaboration with the customer, forming 'one team' and will follow an agile approach to the Discovery and Alpha activities.

15. PERFORMANCE MEASUREMENT

- 15.1 The Supplier's performance will be assessed using our standard balanced scorecard measures listed below. The Supplier and Buyer will evaluate separately and discuss these in the regular review meetings. This will focus on the ratings that differ, in particular those that require improvement. This will also be an opportunity to highlight areas of high performance and for both parties to give feedback.
- 15.2 Each measure will be assessed on the following scale:

- 5 - Excellent
- 4 - Good
- 3 - Acceptable
- 2 - Improvement needed
- 1 - Unacceptable

Key Performance Indicators

- 15.3 KPI.1 - Performance To Pay Process
 - 1.1 - Supplier timesheets are accurate, complete and submitted at the agreed times.
 - 1.2 - Supplier invoices and accruals information are accurate, clearly described, and submitted at agreed times
 - 1.3 - Supplier provides agreed reporting for management of the contract

1.4 - Contract spend and forecast report actively maintained by supplier

15.4 KPI.2 - Partnering & Innovation

2.1 - Supplier shows commitment to buyer goals

2.2 - Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner.

2.3 - Supplier is flexible in approach to problem solving/solution design

2.4 - Supplier has provided notable innovation for the Buyer and is an active partner in preparing for compliance assessment

15.5 KPI.3 - Supplier's resource management

3.1 - Supplier ensures key roles are in place to deliver outcomes agreed in SoWs with the appropriate clearance (e.g. BPSS or SC)

3.2 - Supplier pro-actively manages their resource to minimise single points of failure and ensure minimum disruption during handovers

3.3 - Supplier addresses any resource issues/opportunities raised by the Buyer

3.4 - Supplier responds to new SoWs in a timely manner - within 5 working days unless agreed SLA). Supplier deploys resources (agreed by SoW) in a timely manner - within 10 days of signed SoW unless otherwise agreed.

15.6 KPI.4 – Delivery

4.1 - Supplier ensures the planned deliverables and contractual obligations are delivered with quality assurance ensuring minimal errors or defects.

4.2 - Supplier performance meets contractual requirements for SLAs and OLAs

4.3 - All key deliverables are achieved in accordance with the within agreed time frame, as set out in SOW

4.4 - Supplier leads on identifying and implement lessons learned throughout the contract

15.7 KPI.5 - Supplier value for money and added value

5.1 - Supplier ensures the right meetings are happening with the right people only, and with robust actions/decision that are clearly followed through with minimum people cost incurred.

5.2 - Supplier provides cost effective responses to SoWs with appropriate resourcing proposals supported by reasonable evidence

5.3 - Supplier promotes new ideas support continuous improvement of the product/service to ensure a seamless and efficient service

5.4 - Supplier makes cost-saving proposals

Poor performance

- 15.8 In the event of poor performance, defined as the failure to deliver to meet the KPIs at an 'acceptable' (or higher) standard the Buyer shall meet with the Supplier to understand the root causes of the issue and formulate a performance improvement plan to rectify the issues and meet the required levels of performance.
- 15.9 This performance improvement plan must be actioned and performed to demonstrably meet satisfactory levels of performance within 30 days of the start date of the plan being executed. Where the Supplier fails to deliver the plan to the required standard, the Buyer reserves the right to terminate the contract.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 All Supplier staff will be expected to have undergone a minimum of BPSS (Baseline Personnel Security Clearance) checks and operate from within the United Kingdom.
- 16.2 Any Supplier staff with access to bulk personal data will also be expected to hold SC clearance though this is not expected for the Discovery and Alpha phases.
- 16.3 It is important that the Supplier employs the appropriate organisational, operational and technological processes and procedures to keep data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 (Information Security Management Standard). The Supplier shall ensure that any and all subcontractors they use are compliant with these security requirements.
- 16.4 The Supplier is not expected to handle personal data during the Discovery and Alpha phases but, for the avoidance of doubt, the following requirements would apply. The Supplier will use technologies and tooling that are consistent with the Cabinet Office and National Cyber Security Centre (NCSC) best practices and ensure that all technologies hold personal data solely in the UK. The Supplier will need the approval of the Cabinet Office before off-shoring any Cabinet Office personal data. Personal data is as stated here: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/what-is-personal-data/>
- 16.5 The Supplier will ensure that non-personal data owned by the Buyer will remain within the EU unless permission is received from the Buyer.
- 16.6 The Supplier shall implement appropriate technical and organisational measures in an effective way in order to meet the requirements of:
- The Data Protection Act (2018) and the General Data Protection Regulation (GDPR)

- The Freedom of Information Act (2000)
- The Privacy and Electronic Communications Regulations (2004)
- The Re-Use of Public Sector Information Regulations (2015)

16.7 The Supplier will provide contact details for a Data Protection Officer who is a full-time member of staff reporting directly to senior management who will act as a main point of contact for any data-related queries.

16.8 The Supplier will hold valid and current Cyber Essentials Basic Certification.

17. PAYMENT AND INVOICING

17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17.3 Invoices should be submitted to: gbsfinance@cabinetoffice.gov.uk.

17.4 Invoices received that do not quote a valid PO number will be returned to the supplier.

18. CONTRACT MANAGEMENT

18.1 Contract management processes with continuous performance monitoring will be undertaken to ensure the following objectives are met:

- The desired outcomes of the contract are being achieved
- Risks are identified and managed effectively
- An exit strategy is in place at the end of the contract period

18.2 Review meetings will be held between the Supplier and the Buyer. The Buyer will determine the frequency of these meetings but this is typically monthly or quarterly (depending on level of activity). The review meetings will use management information, reports and feedback from stakeholders to identify and agree performance improvement objectives for the upcoming period. These meetings are expected to be held online. Attendance at review meetings shall be at the Supplier's own expense. Review meetings will typically be held virtually.

18.3 The Supplier will be required to produce a tailored risk management plan and manage appropriately all associated contract risks in alignment to the plan throughout the contract duration.

18.4 The Supplier must maintain information and records during the period of the contract that will evidence the successful delivery of the contract. **Appendix C - Reports and Records Provisions** sets out the requirements related to reports and records.

- 18.5 The Supplier will work with the Buyer to develop an appropriate reporting format that clearly identifies performance issues.
- 18.6 The Buyer seeks to establish a co-operative and trusting relationship with the Supplier to maintain effective performance monitoring and management to ensure the contract is delivered with a strong commercial awareness.
- 18.7 Performance measurement will include gathering factual, objective information from the Supplier, feedback from staff about the services received and understanding the Supplier's own experience of dealing with the Buyer through communication and open dialogue.
- 18.8 The Supplier will work with the Buyer to establish performance measures that provide clear and demonstrable evidence of the success (or otherwise) of the contract. This will include, but is not limited to the following:
- Cost and value obtained
 - Performance and customer satisfaction
 - Delivery improvement and added value
 - Delivery capability
 - Relationship strength and responsiveness
 - Implemented cost reduction savings
 - Cost avoidance
 - Contract compliance

Contract Management Plan

- 18.9 An agreed management plan will be developed between the Supplier and Buyer before work starts detailing the management of the overarching contract:
- Governance
 - Meeting structure
 - Performance management
 - Key contractual milestones
 - Key delivery stage activities
 - Contractual KPIs
 - Management information/ reporting
 - Risk management
 - Contingency and business continuity plans

- Exit plan
- Lessons learned

18.10 This plan will be kept alongside the individual SoWs that detail the specific deliverables, milestones and expectations.

19. LOCATION

19.1 The location of the Services will be carried out virtually within the United Kingdom.

20. EXIT PLANNING

20.1 The Buyer and the Supplier will agree an exit plan during the contract, no later than least 4 weeks before the contract ends, to enable the Supplier deliverables to be transferred to the Buyer. The Supplier will ensure that the Buyer has all the data and documentation required to continue the project with Buyer resource or any third party as the Buyer requires. The Supplier will update this plan whenever there are material changes to the Services.

20.2 A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

20.3 Within 10 Working Days of a request by the Buyer, the Supplier will provide any information needed by the Buyer to prepare for any procurement exercise or to facilitate any potential replacement Supplier undertaking due diligence. The exception to this is where such information is deemed to be Commercially Sensitive Information, in which case the Supplier will provide the information in a redacted form.

APPENDIX A – AGILE DEVELOPMENT METHODOLOGY

Introduction

20.4 This schedule describes the project management and development methodology that the parties shall adopt to deliver the services and deliverables.

Project tools and phases

20.5 Each party shall ensure that its respective project workers shall:

- (a) acknowledge that the Product Vision (for each strand) will provide an overarching framework for the project; and
- (b) agree that they shall perform their roles, responsibilities, obligations and duties in a manner consistent with the Product Vision.

20.6 GSS typically uses Jira or Trello to manage backlogs and track progress. The delivery team will collectively agree which will be used and this might change between Discovery and Alpha.

20.7 The product backlogs will be developed as a living deliverable. It will develop and change from throughout the project lifecycle, and is changed from the initial product backlog through a combination of use of the iterative development process and the change control procedure. The product backlog forms the definition of the scope of the project

20.8 The product manager (with the assistance of the delivery team) shall be responsible for maintaining and updating in the product backlog:

- (a) The list of outstanding user stories and their respective acceptance criteria;
- (b) The list of results and delivered results; and
- (c) The story points for each user story, as reasonably estimated by the delivery team.

20.9 The baseline product backlog (developed during Discovery) includes the Supplier's reasonable and good faith estimates of the relative effort required to develop and test each user story in story points, and the Supplier's underlying assumptions for each user story which underpin those estimates.

20.10 The product manager shall sort the user stories included in the product backlog in terms of priority as it sees fit, with advice related to technical and functional dependencies provided by the hybrid delivery team.

20.11 The project will be delivered using an iterative approach aligned to the government service manual with the following phases:

- (a) Mobilisation;
- (b) Discovery (including early deliverables);

(c) Alpha;

Mobilisation:

20.12 During the mobilisation phase the Supplier will deliver the services and deliverables set out in the SOW.

20.13 The minimum requirements to be included in the acceptance criteria for completion of the mobilisation phase and commencement of the discovery phase are that:

- The working location, environments and tools for discovery are in place and ready for use;
- The initial discovery team is in place with security access to the location to be used;
- The governance touch points and reporting are in place and working; and
- A plan for discovery is agreed, with an initial meeting with stakeholders scheduled for at least the first sprint in respect of discovery.

Discovery:

20.14 During the discovery phase, the Supplier will deliver the services and deliverables set out in the SOW.

20.15 The minimum requirements to be included in the acceptance criteria for completion of the discovery phase and commencement of the alpha phase are that:

- A Discovery Report has been produced collating the outputs of the Discovery phase as agreed in the SoW.
- There is a high-level product roadmap for the service (assuming the recommendation is to proceed into Alpha)
- There is an initial product backlog capturing the main user and business needs. This backlog will likely be at epic level with the core user stories defined beneath each. The complexity of each user story has been reviewed with all assumptions documented against it;
- User stories where the delivery team's confidence estimate is low have been identified for further clarification during the alpha phase;

Alpha

20.16 During the alpha phase, the Supplier will deliver the services and deliverables in accordance with the SOW.

20.17 The minimum requirements to be included in the acceptance criteria for completion of the alpha phase and commencement of beta phase are that:

- A minimum viable product (MVP) has been defined and agreed with the product manager (who will also engage the various stakeholders). The delivery team's confidence in each story point estimates for each user story in the minimum viable product is reasonably high;
- An agreed number of proof of concepts, to the specifications as agreed by the Supplier and Buyer have been delivered and approved by the Buyer.

- Example functionality has been developed and demonstrated as prototypes as agreed with the Buyer's product Manager;
- All epic user stories for the discovery and Alpha phases have fully developed and documented acceptance criteria and story point estimates have been fixed.

Sprint Events/Ceremonies

- 20.18 This section assumes a [Scrum framework](#) is adopted and sets out our expected way of working. It is likely more relevant to any Alpha phases.
- 20.19 This approach will be adapted by the hybrid delivery team to continuously improve their delivery methods. Where an alternative agile framework is adopted this will be replaced with suitable activities to achieve the intended outcomes.
- 20.20 During each sprint, the delivery team (including product manager and delivery manager) will have:
- A sprint review meeting between themselves and any stakeholders that wish to attend;
 - A sprint retrospective meeting; and
 - A sprint planning meeting for the then current sprint.

Sprint Planning

- 20.21 The parties shall hold a sprint planning meeting before any work takes place. The parties shall work collaboratively at the sprint planning meeting to allow the product manager to prioritise user stories for the next sprint and agree the sprint backlog with the delivery team.
- 20.22 At the sprint planning meeting for each sprint:
- The product manager will select user stories from the product backlog it wishes to be included in the current sprint backlog;
 - The product manager will explain which user stories have been prioritised for the sprint and why
 - The delivery team will determine how many of the selected user stories can be developed during the current sprint without exceeding the sprint velocity and notify the product owner accordingly; and
 - The product manager and the delivery team may agree to replace a higher-priority user story with a lower-priority user story bearing equal or fewer story points if it is technically expedient to do so.
- 20.23 The product manager and the delivery team will agree the selection of user stories to be included in the current sprint backlog.
- 20.24 Once the user stories to be included in the sprint backlog have been agreed:
- No alterations or additions may be made to those sprint requirements unless agreed by both the product manager and delivery team;
 - The product manager and the delivery team will review and, if necessary, amend the definition of done in relation to each sprint goal; and

- The delivery team and product manager will ensure the sprint backlog is ready at the beginning of the sprint. Each user story will have:
 - (i) A clear and deliverable need that is understood by the delivery team
 - (ii) Been estimated (usually with story points);
 - (iii) A definition of done and acceptance criteria; and
 - (iv) A breakdown into specific tasks.

20.25 The delivery team will maintain the sprint backlog and update it daily to reflect any changes and progress.

Daily Scrum / Standup

20.26 The delivery team will usually have a daily scrum / standup to update each other on progress, plans and problems. The delivery manager will facilitate this and address blockers and problems for the team.

20.27 This will also be used to check the sprint is on track and the boards (usually Jira or Trello) are kept up to date.

Sprint review

20.28 At the sprint review meeting the delivery team shall collectively review progress against the sprint goals. This will usually include a demo of the progress (especially when the deliverable is new functionality). The product manager will confirm that each story completed meets user/business needs and standards.

20.29 The sprint review will usually be online and “open” for stakeholders to attend. This is an opportunity for stakeholders (and the delivery team) to ask questions both about the current sprint and future plans.

Sprint Retrospective

20.30 At each sprint retrospective meeting, the product manager, delivery manager and the delivery team will discuss potential improvements to their practices, teamwork, environment, or organisation for implementation in future sprints and review their success (or otherwise) at the next sprint retrospective meeting.

APPENDIX C - REPORTS AND RECORDS PROVISIONS

Reports

20.31 The Buyer may require any or all of the following reports:

- delay reports;
- reports which the Supplier is required to supply as part of the Management Information;
- security reports; and
- Force Majeure event reports.

Records

20.32 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraphs 1 and 2, and Annex 1 in relation to the provision of the Services or relevant to the fulfilment of its obligations under this Agreement (together “**Records**”):

1. in accordance with the requirements of the National Archives and Good Industry Practice
2. in chronological order;
3. in a form that is capable of audit; and
4. at its own expense.

20.33 The Supplier shall make the Records available for inspection to the Buyer on reasonable request, subject to the Buyer giving reasonable notice.

20.34 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.

20.35 The Supplier shall, during the Term and a period of at least seven (7) years following the expiry or termination of this Agreement and any Termination Assistance Period, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.

20.36 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least seven (7) years after the expiry or termination of this Agreement.

Records To Be Kept By The Supplier

20.37 The records to be kept by the Supplier are:

20.38 This Agreement, its Schedules and all amendments to such documents.

- 20.39 All records, notices, certificates or other documents which this Agreement requires to be prepared, and/or maintained by the Supplier.
- 20.40 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
- 20.41 Notices, reports and other documentation submitted by any Expert.
- 20.42 Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
- 20.43 All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
- 20.44 All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
- 20.45 Documents prepared by the Supplier in support of claims for the Charges.
- 20.46 Documents submitted by the Supplier pursuant to invocation by it or the Buyer of the Dispute Resolution Procedure.
- 20.47 Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
- 20.48 Records required to be retained by the Supplier by Law in relation to the provision of the Services, including in relation to health and safety matters and health and safety files and all consents (if applicable).
- 20.49 All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
- 20.50 All journals and audit trail data referred to in security management activities.

Worker Engagement Route (including IR35 status)

Not Applied.

Call-Off Schedule 26 (Cyber Essentials Scheme)

1 Definitions

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

Term	Definition
Cyber Essentials Scheme	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme are at: https://www.cyberessentials.ncsc.gov.uk/ ;
Cyber Essentials Basic Certificate	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
Cyber Essentials Certificate	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Order Form;
Cyber Essential Scheme Data	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
Cyber Essentials Plus Certificate	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2 What Certification do you need

- 2.1 Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to commencing the provision of Deliverables the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, the Buyer reserves the right to terminate the Call-Off Contract for material Default.
- 2.4 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.5 This Schedule shall survive termination of each and any Call-Off Contract.