

Framework Schedule 6A (Order Form and Call-Off Schedules – Direct Award)

Order Form

CALL-OFF REFERENCE: **RM6217-2023**

THE BUYER: **The Secretary of State for Justice and on behalf of The Ministry of Justice and all public bodies sponsored by The Ministry of Justice**

BUYER ADDRESS **102 Petty France, London, SW1H 9AJ**

THE SUPPLIER: **Corporate Travel Management.**

SUPPLIER ADDRESS: **Shire House, Humboldt Street, Bradford, BD1 5HQ**

REGISTRATION NUMBER: **00488182**

DUNS NUMBER: **213089972**

CALL-OFF START DATE: **27 February 2023**

CALL-OFF EXPIRY DATE: **26 February 2025**

CALL-OFF INITIAL PERIOD: **2 years**

CALL-OFF OPTIONAL EXTENSION PERIOD: **1 Year**

GO LIVE DATE: **27 February 2023**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 27th February 2023

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:

| Column 1 | | Column 2 |
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| LOT NUMBER AND DESCRIPTION | Tick as applicable | SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS |
| Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch | <input checked="" type="checkbox"/> | Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch) |

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in “*column 2*” of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification).

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into the Call-Off Contract. Where Schedule numbers are missing, this is intentional as they do not apply to the Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) RM6217.
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6217:
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6217:
 - Call-Off Schedule 1 (Transparency Reports)

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- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9A (Security) [PART A]
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 12 (Clustering)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

4. The Core Terms (version 3.0.11)

5. Joint Schedule 5 (Corporate Social Responsibility) RM6217

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

CALL-OFF SPECIAL TERMS

None

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

Overseas Points of Sale

High Touch

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

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

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of the Call-Off Contract is in the following potential range REDACTED

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

- Billing to project and or cost centre

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

The first week of each calendar month

PROGRESS MEETING FREQUENCY

Monthly Meetings

Quarterly Strategic Review Meetings

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 Commercially Sensitive Information

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 3 (Continuous Improvement) and/or Call-Off Schedule 4 (Call-Off Tender)]

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

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;

- 1.3.6 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.7 references to “**representations**” shall be construed as references to present facts, to “**warranties**” as references to present and future facts and to “**undertakings**” as references to obligations under the Contract;
- 1.3.8 references to “**Clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to “**Paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
- 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
- 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- 1.3.14 unless otherwise provided, references to “**Buyer**” shall be construed as including Exempt Buyers; and
- 1.3.15 unless otherwise provided, references to “**Call-Off Contract**” and “**Contract**” shall be construed as including Exempt Call-Off Contracts.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| “ Achieve ” | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue by the Buyer of a |
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| | written confirmation that the relevant Milestone has been passed in respect of that Milestone and “Achieved” , “Achieving” and “Achievement” shall be construed accordingly; |
| “Additional Insurances” | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| “Admin Fee” | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ; |
| “Affected Party” | the Party seeking to claim relief in respect of a Force Majeure Event; |
| “Affiliates” | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| “Annex” | extra information which supports a Schedule; |
| “Approval” | the prior written consent of the Buyer and “Approve” and “Approved” shall be construed accordingly; |
| “Audit” | <p>the Relevant Authority’s right to:</p> <ol style="list-style-type: none"> verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; verify the Open Book Data; verify the Supplier’s and each Subcontractor’s compliance with the Contract and applicable Law; identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; |

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| | <ul style="list-style-type: none"> i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract; |
| "Auditor" | <ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above; |
| "Authority" | CCS and each Buyer; |
| "Authority Cause" | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| "BACS" | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| "Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "Booker" | an employee, agent or representative of the Buyer who wishes to make a booking via online or offline methods; |
| "Buyer" | the relevant public sector purchaser identified as such in the Order Form; |
| "Buyer Assets" | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| "Buyer Authorised Representative" | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form; |
| "Buyer Premises" | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |

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| “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 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; |
| “Call-Off Contract” | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and/or referred to in the Order Form; |
| “Call-Off Contract Period” | the Contract Period in respect of the Call-Off Contract; |
| “Call-Off Expiry Date” | the scheduled date of the end of a Call-Off Contract as stated in the Order Form; |
| “Call-Off Incorporated Terms” | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| “Call-Off Initial Period” | the Initial Period of a Call-Off Contract specified in the Order Form; |
| “Call-Off Optional Extension Period” | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form; |
| “Call-Off Procedure” | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure); |
| “Call-Off Special Terms” | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |
| “Call-Off Start Date” | the date of start of a Call-Off Contract as stated in the Order Form; |
| “Call-Off Tender” | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out in Call-Off Schedule 4 (Call-Off Tender); |
| “CCS” | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| “CCS Authorised Representative” | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |

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| “Central Government Body” | <p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency; |
| “Change in Law” | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| “Change of Control” | a change of Control; |
| “Charges” | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out or referred to in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| “Claim” | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| “Commercially Sensitive Information” | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| “Comparable Supply” | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| “Compliance Officer” | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| “Confidential Information” | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential; |
| “Conflict of Interest” | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS; |
| “Contract” | either the Framework Contract or the Call-Off Contract, as the context requires; |

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| “Contract Period” | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date, up to and including the applicable End Date; |
| “Contract Value” | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| “Contract Year” | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| “Control” | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly; |
| “Controller” | has the meaning given to it in the UK GDPR; |
| “Core Terms” | CCS’ terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| “Costs” | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: b) base salary paid to the Supplier Staff; c) employer’s National Insurance contributions; d) pension contributions; e) car allowances; f) any other contractual employment benefits; g) staff training; h) work place accommodation; i) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and j) reasonable recruitment costs, as agreed with the Buyer; k) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; l) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and |

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| | <p>m) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>n) but excluding:</p> <p>o) Overhead;</p> <p>p) financing or similar costs;</p> <p>q) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>r) taxation;</p> <p>s) fines and penalties;</p> <p>t) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>u) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p> |
| “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; |
| “CRTPA” | the Contracts (Rights of Third Parties) Act 1999; |
| “Data Protection Impact Assessment” | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| “Data Protection Legislation” | <p>a) the UK GDPR as amended from time to time;</p> <p>b) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; and</p> <p>c) all applicable Law about the Processing of Personal Data and privacy;</p> |
| “Data Protection Liability Cap” | the amount specified in the Framework Award Form; |
| “Data Protection Officer” | has the meaning given to it in the UK GDPR; |
| “Data Subject” | has the meaning given to it in the UK GDPR; |
| “Data Subject Access Request” | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| “Deductions” | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| “Default” | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising |

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| | in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| “Default Management Charge” | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information); |
| “Delay Payments” | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan; |
| “Deliverables” | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| “Delivery” | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by confirmation in writing to the Supplier. “Deliver” and “Delivered” shall be construed accordingly; |
| “Disclosing Party” | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |
| “Dispute” | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| “Dispute Resolution Procedure” | the dispute resolution procedure set out in Clause 34 (Resolving disputes); |
| “Documentation” | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) required to be supplied by the Supplier to the Buyer under a Contract as: <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables; b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables; |
| “DOTAS” | the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on |

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| | those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance contributions; |
| “DPA 2018” | the Data Protection Act 2018; |
| “Due Diligence Information” | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| “Effective Date” | the date on which the final Party has signed the Contract; |
| “EIR” | the Environmental Information Regulations 2004; |
| “Electronic Invoice” | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870; |
| “Employment Regulations” | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| “End Date” | the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| “Environmental Policy” | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| “Equality and Human Rights Commission” | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| “Estimated Year 1 Charges” | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |
| “Estimated Yearly Charges” | means for the purposes of calculating each Party’s annual liability under Clause 11.2: a) in the first Contract Year, the Estimated Year 1 Charges; or b) in any subsequent Contract Years, the Charges paid and/or payable in the previous Contract Year; or c) after the end of the Call-Off Contract, the Charges paid and/or payable in the last Contract Year during the Call-Off Contract Period; |
| “Exempt Buyer” | a public sector purchaser that is: a) eligible to use the Framework Contract; and |

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| | <p>b) is entering into an Exempt Call-Off Contract that is not subject to (as applicable) any of:</p> <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council; |
| “Exempt Call-Off Contract” | the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract; |
| “Exempt Procurement Amendments” | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-Off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer; |
| “Existing IPR” | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| “Exit Day” | shall have the meaning in the European Union (Withdrawal) Act 2018; |
| “Expiry Date” | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| “Extension Period” | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| “FOIA” | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| “Force Majeure Event” | <p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; |

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| | <ul style="list-style-type: none"> b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; |
| “Force Majeure Notice” | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| “Framework Award Form” | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS; |
| “Framework Contract” | the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service; |
| “Framework Contract Period” | the period from the Framework Start Date until the End Date of the Framework Contract; |
| “Framework Expiry Date” | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form; |
| “Framework Incorporated Terms” | the contractual terms applicable to the Framework Contract specified in the Framework Award Form; |
| “Framework Optional Extension Period” | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form; |
| “Framework Price(s)” | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices); |
| “Framework Special Terms” | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |
| “Framework Start Date” | the date of start of the Framework Contract as stated in the Framework Award Form; |
| “Framework Tender Response” | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender); |
| “Further Competition Procedure” | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure); |
| “General Anti-Abuse Rule” | <ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into Parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions; |

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| “General Change in Law” | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| “Good Industry Practice” | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| “Government” | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| “Government Data” | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information, and which: a) are supplied to the Supplier by or on behalf of the Authority; or b) the Supplier is required to generate, process, store or transmit pursuant to a Contract; |
| “Guarantor” | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract; |
| “Halifax Abuse Principle” | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| “HMRC” | Her Majesty’s Revenue and Customs; |
| “ICT Environment” | the Buyer System and the Supplier System; |
| “ICT Policy” | the Buyer’s policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| “Impact Assessment” | an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier’s ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; |

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| | <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p> |
| “Implant” | an employee of the Supplier based at the Buyer Premises; |
| “Implementation Plan” | the plan for provision of the Deliverables set out or referred to in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| “Indemnifier” | a Party from whom an indemnity is sought under this Contract; |
| “Independent Control” | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “Independent Controller” shall be construed accordingly; |
| “Indexation” | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| “Information” | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| “Information Commissioner” | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |
| “Initial Period” | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires; |
| “Insolvency Event” | <p>with respect to any person, means:</p> <p>a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> |

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| | <ul style="list-style-type: none"> c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days; e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; f) where that person is a company, a LLP or a partnership: <ul style="list-style-type: none"> i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at court or given or if an administrator is appointed, over that person; iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; |
| "Intellectual Property Rights" or "IPR" | <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction; |
| "IPR Claim" | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract; |
| "IR35" | the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance |

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| | contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ; |
| “Joint Controller Agreement” | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>); |
| “Joint Controllers” | where two or more Controllers jointly determine the purposes and means of Processing; |
| “Key Staff” | the individuals (if any) identified as such in the Order Form; |
| “Key Sub-Contract” | each Sub-Contract with a Key Subcontractor; |
| “Key Subcontractor” | <p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 21 of the Framework Award Form and in the Key Subcontractor section in the Order Form;</p> |
| “Know-How” | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date; |
| “Law” | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| “Losses” | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly; |
| “Lots” | the number of lots specified in, as applicable, Framework Schedule 1 (Specification) or Call-Off Schedule 20 (Call-Off Specification); |
| “Management Charge” | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information); |

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

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| | <p>a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>c) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p> |
| “Offline Booking Solution” | the Supplier’s offline solution for the delivery of the Services in accordance with Call-Off Schedule 20 (Call-Off Specification) or Framework Schedule 1 (Specification), as the context requires and the relevant Call-Off Contract; |
| “Online Booking Solution” | the Supplier’s offline solution for the delivery of the Services in accordance with Call-Off Schedule 20 (Call-Off Specification) or Framework Schedule 1 (Specification), as the context requires and the relevant Call-Off Contract; |
| “Open Book Data” | <p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier’s Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period; |
| “Order” | means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract; |

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| “Order Form” | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract; |
| “Order Form Template” | the applicable template in either Framework Schedule 6A (Order Form Template and Call-Off Schedules – Direct Award) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition); |
| “Other Contracting Authority” | any actual or potential Buyer under the Framework Contract; |
| “Overhead” | those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of “Costs”; |
| “Parliament” | takes its natural meaning as interpreted by Law; |
| “Party” | in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. “Parties” shall mean both of them where the context permits; |
| “Performance Indicators” or “PIs” | the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |
| “Personal Data” | has the meaning given to it in the UK GDPR; |
| “Personal Data Breach” | has the meaning given to it in the UK GDPR; |
| “Personnel” | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract; |
| “Prescribed Person” | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ; |
| “Processing” | has the meaning given to it in the UK GDPR; |
| “Processor” | has the meaning given to it in the UK GDPR; |
| “Progress Meeting” | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |

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| “Progress Meeting Frequency” | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form; |
| “Progress Report” | a report provided by the Supplier indicating the steps taken to achieve Milestones or Delivery dates; |
| “Progress Report Frequency” | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form; |
| “Prohibited Acts” | <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; |
| “Protective Measures” | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9A (Security) or Call-Off 9B (MOD Security), if applicable, in the case of a Call-Off Contract; |
| “Recipient Party” | the Party which receives or obtains directly or indirectly Confidential Information; |
| “Rectification Plan” | <p>the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and |

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| | c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| “Rectification Plan Process” | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process); |
| “Regulations” | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| “Reimbursable Expenses” | <p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| “Relevant Authority” | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires; |
| “Relevant Authority's Confidential Information” | <ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and c) information derived from any of the above; |
| “Relevant Requirements” | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; |
| “Relevant Tax Authority” | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| “Reminder Notice” | a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| “Replacement Deliverables” | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party; |

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| “Replacement Subcontractor” | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| “Replacement Supplier” | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| “Request For Information” | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| “Required Insurances” | the insurances required by Joint Schedule 3 (Insurance Requirements) or any Additional Insurances specified in the Order Form; |
| “Security Management Plan” | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9A (Security) or the Call-Off Schedule 9B (MOD Security) (if applicable); |
| “Security Policy” | the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| “Self Audit Certificate” | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate); |
| “Serious Fraud Office” | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| “Service Credits” | any service credits specified in the Annex to Part A of Call-Off Schedule 14 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| “Service Levels” | any service levels applicable to the provision of the Deliverables under the Call-Off Contract which are specified in the Annex to Part A of Call-Off Schedule 14 (Service Levels); |
| “Service Period” | has the meaning given to it in the Order Form; |
| “Services” | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form; |
| “Service Transfer” | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| “Service Transfer Date” | the date of a Service Transfer; |
| “Sites” | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: |

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| | <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; |
| “SME” | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises; |
| “Special Terms” | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract; |
| “Specific Change in Law” | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date; |
| “Specification” | the specification set out in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract, Call-Off Schedule 20 (Call-Off Specification); |
| “Standards” | <p>any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time; |
| “Start Date” | in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form; |
| “Statement of Requirements” | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| “Storage Media” | the part of any device that is capable of storing and retrieving data; |
| “Sub-Contract” | <p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |

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| “Subcontractor” | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| “Subprocessor” | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| “Super User” | a user confirmed by the Buyer in writing with special privileges needed to administer and maintain the system in accordance with the Contract; |
| “Supplier” | the person, firm or company identified in the Framework Award Form; |
| “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); |
| “Supplier Assets” | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets; |
| “Supplier Authorised Representative” | the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract; |
| “Supplier's Confidential Information” | <ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier’s attention or into the Supplier’s possession in connection with a Contract; c) information derived from any of (a) and (b) above; |
| “Supplier's Contract Manager” | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| “Supplier Equipment” | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract; |
| “Supplier Marketing Contact” | shall be the person identified in the Framework Award Form; |
| “Supplier Non-Performance” | <p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; |

| | |
|-----------------------------------|---|
| | <p>b) provide the Goods and/or Services in accordance with the Service Levels; and/or</p> <p>c) comply with an obligation under a Contract;</p> |
| “Supplier Profit” | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period; |
| “Supplier Profit Margin” | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage; |
| “Supplier Staff” | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under a Contract; |
| “Supporting Documentation” | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable; |
| “Tax” | <p>a) all forms of taxation whether direct or indirect;</p> <p>b) National Insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p> |
| “Termination Notice” | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination; |
| “Test Issue” | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract; |
| “Test Plan” | <p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the Achievement of Milestones;</p> |
| “Tests” | <p>any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and</p> <p>“Tested” and “Testing” shall be construed accordingly;</p> |

| | |
|--|---|
| “Third Party IPR” | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| “Transferring Supplier Employees” | those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| “Transparency Information” | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for: a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and b) Commercially Sensitive Information; |
| “Transparency Reports” | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| “Traveller” | a) an employee, agent or representative of the Buyer; and/or b) a pre-authorised guest (including members of the public and dependants), who is or will be, named on the booking as the person travelling and/or using the Services; |
| “UK GDPR” | the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679); |
| “Variation” | any change to a Contract; |
| “Variation Form” | the form set out in Joint Schedule 2 (Variation Form); |
| “Variation Procedure” | the procedure set out in Clause 24 (Changing the contract); |
| “VAT” | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| “VCSE” | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| “Worker” | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; |
| “Working Day” | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form; |
| “Work Day” | 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and |

| | |
|---------------------|---|
| “Work Hours” | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks. |
|---------------------|---|

Joint Schedule 2 (Variation Form)

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

| Contract Details | | |
|--|-----------------------------------|--|
| This variation is between: | | |
| Contract name: | | |
| Contract reference number: | | |
| Details of Proposed Variation | | |
| Variation initiated by: | | |
| Variation number: | | |
| Date variation is raised: | | |
| Proposed variation | | |
| Reason for the variation: | | |
| An Impact Assessment shall be provided within: | | |
| Impact of Variation | | |
| Likely impact of the proposed variation: | | |
| Outcome of Variation | | |
| Contract variation: | | |
| Financial variation: | Original Contract Value: | |
| | Additional cost due to variation: | |
| | New Contract value: | |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

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

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

| No. | Date | Item(s) | Duration of Confidentiality |
|------------|-------------|----------------|------------------------------------|
| | | | |

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

| | |
|-----------------------------------|---|
| "Credit Rating Threshold" | the minimum credit rating level for the Monitored Company as set out in Annex 2 and |
| "Financial Distress Event" | <p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or |

- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

the Supplier

"Rating Agencies"

the rating agencies listed in Annex 1.

2. When this Schedule applies

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

2.2 The terms of this Schedule shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the

quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

3.4 The Supplier shall:

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

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

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under

a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

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

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

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

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure

the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

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

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

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

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

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

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

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

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

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

5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

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

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

ANNEX 1: RATING AGENCIES

Dun and Bradstreet

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice (**“Minimum Standards of Reliability”**) at the time of the proposed award of that Call-Off Contract.

1.2 CCS shall assess the Supplier’s compliance with the Minimum Standards of Reliability:

1.2.1 upon the request of any Buyer; or

1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.

1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Current Rating and Credit Rating Thresholds

| Entity | Credit rating (long term) | Credit Rating Threshold |
|--------|---------------------------|-------------------------|
| | | |

Joint Schedule 10 (Rectification Plan)

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

Framework Schedule 6A Order form

| | | | |
|---|--|------------------|--|
| | [...] | [date] | |
| Timescale for complete Rectification of Default | [X] Working Days | | |
| Steps taken to prevent recurrence of Default | Steps | Timescale | |
| | 1. | [date] | |
| | 2. | [date] | |
| | 3. | [date] | |
| | 4. | [date] | |
| | [...] | [date] | |
| Signed by the Supplier: | | Date: | |
| Review of Rectification Plan [CCS/Buyer] | | | |
| Outcome of review | [Plan Accepted] [Plan Rejected] [Revised Plan Requested] | | |
| Reasons for Rejection (if applicable) | [add reasons] | | |
| Signed by [CCS/Buyer] | | Date: | |

Joint Schedule 11 (Processing Data)

Definitions

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

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the

timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 – Framework Processing Personal Data

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

The contact details of the CCS's Data Protection Officer are: **REDACTED**

1.1

The contact details of the Supplier's Data Protection Officer are: **REDACTED**

1.2

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | <p>CCS and the Supplier are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller; and • Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of CCS's duties under the Framework Contract) for which CCS is the Controller. |
| Duration of the Processing | The Framework Contract Period and thereafter, until expiry or termination of the last Call-Off Contract under the Framework, including the period until all transactions relating to Call-Off Contracts have permanently ceased. |
| Nature and purposes of the Processing | To facilitate the procurement of Goods and Services from the Framework Contract by public sector organisations and enable CCS to provide ongoing support and a point of escalation for Buyers in the day-to-day management of their individual Call-Off Contracts. Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities. |

Framework Schedule 6A Order form

| | |
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| | |
| Type of Personal Data | <p>Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Framework Contract:</p> <ul style="list-style-type: none"> •Full name •Job title •Organisation name •Business/workplace address •Business/workplace email address •Business/workplace telephone/mobile number(s) •Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit MOJ premises) •Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number) •Registered company details including registered company name, address and company registration number (CRN) •Management Information |
| Categories of Data Subject | Personnel data of the Parties involved in the performance of obligations and day to day management of the Framework Contract. |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under</p> | In accordance with paragraph 6(e) of this Joint Schedule 11. |

Framework Schedule 6A Order form

| | |
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| Union or Member State law to preserve that type of data | |
|--|--|

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

| | |
|---|---|
| "Contracts Finder" | the Government's publishing portal for public sector procurement opportunities; |
| "SME" | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises; |
| "Supply Chain Information Report Template" | the document at Annex 1 of this Schedule 12; and |
| "VCSE" | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives. |

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;

- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contracts Finder with details of the successful Subcontractor;
 - 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
 - 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c)

and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template

REDACTED

Call-Off Schedule 1 (Transparency Reports)

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

determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex: List of Transparency Reports

| Title | Content | Format | Frequency |
|-----------------------------|---------|--------|-----------|
| [Performance] | [] | [] | [] |
| [Call-Off Contract Charges] | [] | [] | [] |
| [Technical] | [] | [] | [] |
| [Performance management] | [] | [] | [] |

Call-Off Schedule 3 (Continuous Improvement)

1. Definitions

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

"Continuous Improvement Plan" the meaning set out in Paragraph 3.3 below; and

"Social Value" means:

- a) social value as described in the Public Services (Social Value) Act 2012 as amended from time to time; and
- b) environmental, social and economic benefits associated with, relevant and proportionate to, the subject matter of the Contract and accruing to the area in which the Buyer is operating.

2. Buyer's Rights

- 2.1 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.

3. Supplier's Obligations

- 3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables (including improvements to the Social Value it delivers) 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.

- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables (including improvements to the Social Value it delivers), 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.
- 3.3 In addition to Paragraph 3.1, 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:
1. 3.3.1 identifying the emergence of relevant new and evolving technologies;
 2. 3.3.2 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);
 3. 3.3.3 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Charges;
 4. 3.3.4 identifying and implementing efficiencies in the way the Buyer interacts with the Supplier that may lead to cost savings and reductions in the Charges;
 5. 3.3.5 baselining the quality of the Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Contract Period;
 6. 3.3.6 identifying and implementing processes that may lead to quantifiable Social Value benefits to the Buyer;
 7. 3.3.7 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
 8. 3.3.8 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.
- 3.4 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.

- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
9. 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
10. 3.8.2 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.
- 3.9 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 3.3.
- 3.10 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.
- 3.11 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.
- 3.12 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 5 (Pricing Details)

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Call-Off Schedule 6 (ICT Services)

1. Definitions

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

| | |
|--------------------------------|--|
| "Buyer 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; |
| "Defect" | any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract; or d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; |
| "Emergency Maintenance" | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |
| "Licensed Software" | all and any Software licensed by or through the Supplier, its Subcontractors 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" | 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; |
| "Open Standards" | means those applicable UK Government Open Standards Principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles , as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment; |
| "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 9.1.1.2 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; and |
| "Specially Written Software" | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR. |

2. When this Schedule should be used

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

3. Buyer due diligence requirements

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

- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2. operating processes and procedures and the working methods of the Buyer;
- 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

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

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT services;
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

4.1. The Supplier represents and warrants that:

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call-Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract; and
- 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 Staff 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 audit or access to the Supplier premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. **Maintenance of the ICT Environment**

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (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 in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

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

- 9.1.1.1. the Documentation, Source Code and the object code of the Specially Written Software; and
- 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

- 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and object code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 9.1.2.3. without prejudice to Paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's

Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

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

- 9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:
 - 9.2.1.1. of its own Existing IPR that is not COTS Software; nor
 - 9.2.1.2. 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

- 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 Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (What you must keep confidential).

9.6. Open Source Publication

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

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

9.6.1.2. based on Open Standards (where applicable),

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

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

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

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

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

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

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

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded

from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

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

10. [Supplier-Furnished Terms

10.1. Software Licence Terms

- 10.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3

10.1.1.2. Terms for licensing of COTS Software in accordance with Paragraph 9.3 are detailed in [insert reference to relevant Schedule].

10.2. Software as a Service Terms

10.2.1.1. Additional terms for provision of a [Software as a Service] solution are detailed in [insert reference to relevant Schedule].

10.3. Software Support & Maintenance Terms

10.3.1.1. Additional terms for provision of [Software Support & Maintenance Services] are detailed in [insert reference to relevant Schedule]]

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.5The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

| | |
|----------------------------|---|
| "BCDR Plan" | has the meaning given to it in Paragraph 2.2 of this Schedule; |
| "Business Continuity Plan" | has the meaning given to it in Paragraph 2.3.2 of this Schedule; |
| "Disaster" | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could |

| | |
|---|---|
| | reasonably be anticipated to be unavailable); |
| "Disaster Recovery Deliverables" | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| "Disaster Recovery Plan" | has the meaning given to it in Paragraph 2.3.3 of this Schedule; |
| "Disaster Recovery System" | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| "Incident" | a significant incident or major disruption which may have an impact on the Buyer's Travellers; |
| "Related Supplier" | any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time; |
| "Review Report" | has the meaning given to it in Paragraph 6.3 of this Schedule; and |
| "Supplier's Proposals" | has the meaning given to it in Paragraph 6.3 of this Schedule; |

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables;
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster; and
 - 2.2.3 ensure support for Travellers in the event of an Incident.
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

- 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
- 2.3.3 Section 3 which shall relate to disaster recovery and Incident management (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity, disaster recovery and Incident management elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity, disaster recovery and Incident management;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery, Incident management or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to "normal service";

- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster or Incident is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery and Incident management testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 detail the processes in place to maintain the provision of the Deliverables during periods of unplanned unavailability of the Online Booking Solution and/or Offline Booking Solution, including, but not limited to, communication to the Buyer, Bookers and/or Travellers;

- 4.2.2 address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 4.2.3 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.4 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.5 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked in accordance with Paragraph 5.4 below) shall be designed to ensure that upon the occurrence of a Disaster or an Incident, the Supplier ensures:
 - 5.1.1 continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact; and
 - 5.1.2 support for Travellers following an Incident.
- 5.2 The Disaster Recovery Plan shall include an approach to business continuity, disaster recovery and Incident management that addresses the following:
 - 5.2.1 Incidents;
 - 5.2.2 loss of access to the Buyer Premises;
 - 5.2.3 loss of utilities to the Buyer Premises;
 - 5.2.4 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.5 loss of a Subcontractor;
 - 5.2.6 emergency notification and escalation process;
 - 5.2.7 contact lists;
 - 5.2.8 staff training and awareness;
 - 5.2.9 BCDR Plan testing;
 - 5.2.10 post implementation review process;
 - 5.2.11 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

- 5.2.12 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.13 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.14 testing and management arrangements.
- 5.3 In addition to Paragraph 5.2 above, the Disaster Recovery Plan shall detail the processes by which Travellers will be supported in the event of an Incident, including, but not limited to, how information on Travellers that may be impacted by an Incident will be made available to the Buyer and CCS, how the Supplier will communicate with the impacted or potentially impacted Traveller(s), what support the Supplier shall provide to the impacted or potentially impacted Traveller(s) and how this support shall be provided by the Supplier to such Travellers.
- 5.4 The Disaster Recovery Plan shall be invoked by the Supplier upon the occurrence of a Disaster or an Incident.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**")

for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and

re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

8.1 In the event of a complete loss of service or in the event of a Disaster or an Incident, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

8.2 In the event of an Incident, the Supplier shall:

8.2.1 notify CCS and the Buyer immediately;

8.2.2 provide in real-time a full list of Travellers potentially impacted by the Incident in accordance with the Buyer's duty of care policy provided to the Supplier;

8.2.3 assist the Traveller(s) with repatriations and or on-going travel to a safe area with the least disruption as is possible to the Traveller; and

8.2.4 provide a robust process for the Buyer to record the Traveller's movements, by all relevant travel modes during their travel, including providing the Buyer with:

- (a) immediate visibility on the Traveller's identity, disabilities (if previously notified), times and mode of travel, provider of travel, start point and destination; and
- (b) data relating to travel bookings or location during a major disruption or Incident.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligati

Call-Off Schedule 9A (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):

| | |
|----------------------|--|
| "Breach of Security" | <p>the occurrence of:</p> <p>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</p> <p>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,</p> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 2.2.</p> |
|----------------------|--|

2. Complying with security requirements and updates to them

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

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

3. Security Standards

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

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

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

Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with Paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the

Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

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

5. Security breach

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

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

5.2.1 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.

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):

| | |
|--|--|
| "Exclusive Assets" | Supplier Assets used exclusively by the Supplier or any 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 Response 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 any Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or any Key Subcontractor for other purposes; |
| "Registers" | the register and configuration database referred to in Paragraph 2.2.2 of this Schedule; |
| "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 services 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 Software, licences for Third Party IPRs or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables and/or Replacement Services, including in relation to licences all relevant Documentation; |
| "Transferring Assets" | has the meaning given to it in Paragraph 9.2.1 of this Schedule; and |
| "Transferring Contracts" | has the meaning given to it in Paragraph 9.2.3 of this Schedule. |

2. Supplier must always be prepared for contract exit

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

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

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

3. Assisting re-competition for Deliverables

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

4. Exit Plan

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

- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

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

5. Termination Assistance

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

6. Termination Assistance Period

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

- and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer; and
 - 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 agreement through the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations prior to exit

- 7.1 As part of the exit management process, where requested by the Buyer prior to the expiry or termination of this Contract, the Supplier shall provide to the Buyer:
- 7.1.1 an updated Call-Off Contract checklist (clearly outlining where things have changed during the lifetime of the Call-Off Contract e.g. preferred payment terms, policy for use of first class travel, rail ticket fulfilment default choice etc.);
 - 7.1.2 named Supplier Staff who will work with the Buyer to develop and implement the agreed exit strategy;
 - 7.1.3 all Traveller profiles, including, but not limited to, staff number, email address and contact number to be provide to the Buyer as part of the Contract handover;
 - 7.1.4 spend volume and transaction numbers broken down air, accommodation, venue, rail and other services;
 - 7.1.5 payment methods used;

- 7.1.6 booking policies;
- 7.1.7 performance of the Deliverables against the Service Levels during the Contract Period;
- 7.1.8 details of all live bookings, including, but not limited to, live bookings that will continue after expiry or termination, together with refunds, changes and exchanges; and
- 7.1.9 any other information that is specific to the Buyer in connection with the provision of the Services,

(together being the "**Final Data Set**") 3 Months prior to the expiry or termination of this Contract, the Supplier shall also provide to the Buyer, promptly upon request a refreshed Final Data Set, to capture any bookings that had a longer lead time.

8. Obligations when the contract is terminated

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 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:
 - 8.2.1 vacate any Buyer Premises;
 - 8.2.2 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;
 - 8.2.3 provide the Buyer with the notices, information and assistance in relation to staff transfers and pensions as more particularly described in Call-Off Schedule 2 (Staff Transfer);
 - 8.2.4 if the Buyer requires, provide the Buyer and the Replacement Supplier with details of all profiles and all bookings with a travel date greater than 8 weeks from the expiry or termination date or the end of the Termination Assistance Period and all spend and savings data. However, in the event that a Replacement Supplier has a different global distribution system to the Supplier, and no transfer of passenger name records can be technically or legally achieved, then an alternative, appropriate plan will need to be developed. This plan, which may include, but will not be limited to, encouraging Bookers to withhold making bookings until implementation is complete, or having tickets issued with the Supplier prior to the transfer. All care should be taken by the Supplier to ensure that where possible, the chosen action does not result in increased fares or rates for the Buyer;

- 8.2.5 for venue find, provide the following information, as a minimum, to any Replacement Supplier appointed:
 - (a) a full list of Bookers including up to date contact details;
 - (b) spend volume and transaction levels (previous 12 Months);
 - (c) frequently used locations/venues (previous 12 Months);
 - (d) agreed payment method(s);
 - (e) Buyer's Travel/Expenses/Meeting Policy(ies); and
 - (f) booking method(s);
- 8.2.6 for venue find, cleanse all data and transfer it to any Replacement Supplier;
- 8.2.7 provide the Buyer with paid invoices that have come in after the expiry or termination date of the Call-Off Contract; and
- 8.2.8 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.
- 8.3 The Buyer and the Supplier shall work together in relation to the expiry and/or termination of this Contract, including in relation to any expiry or termination dates and related exist assistance identified.
- 8.4 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.
- 8.5 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule):
 - 8.5.1 each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes; and

- 8.5.2 the Buyer shall require all current and historic data and all profiles to be permanently deleted and, unless specifically requested otherwise by the Buyer, transferred by the Supplier to a Replacement Supplier and the Supplier shall transfer and then destroy such data at no extra cost to the Buyer. The Supplier shall confirm in writing when all data has been transferred and then destroyed.

9. Assets, Sub-contracts and Software

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

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

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

- 9.2 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:

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

9.2.2 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

9.2.3 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 and/or Replacement Services.

- 9.3 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.

- 9.4 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.

- 9.5 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:
- 9.5.1 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
 - 9.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 9.6 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.
- 9.7 The Buyer shall:
- 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 9.7.2 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.
- 9.8 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.
- 9.9 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 9.6 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 a contract) shall not apply to this Paragraph 9.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

10. No charges

- 10.1 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.

11. Dividing the bills

- 11.1 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 Supplier and the Supplier as follows:

- 11.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 11.1.2 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

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

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 “**Cluster Members**” means a person named as such in the Annex to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.

- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
- 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.
- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

REDACTED

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

| | |
|--|--|
| “Critical Service Level Failure” | has the meaning given to it in the Order Form; |
| “Service Credit Cap” | has the meaning given to it in the Order Form; |
| "Service Level Failure" | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| "Service Level Performance Measure" | shall be as set out against the relevant Service Level in the Annex to this Schedule; |
| "Service Level Threshold" | shall be as set out against the relevant Service Level in the Annex to this Schedule; and |
| "Performance Monitoring Reports" | has the meaning given to it in Paragraph 1.2 of Part B of this Schedule. |

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall be allowed a one-month grace period at the start of each Contract Year in respect of any Service Level Failure, during

which period Service Credits shall not be applicable. Following the one-month grace period in each Contract Year, the Buyer shall be entitled to Service Credits in accordance with this Schedule.

2.4 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.5 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.5.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.5.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract).

2.6 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of a Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.6.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.6.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.6.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

3.1 On the occurrence of a Critical Service Level Failure:

3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to a full refund of all transaction fees charged during the period of Critical Service Level Failure, provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer

to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels

1. Service Levels

1.1 If the level of performance of the Supplier:

1.1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.1.3 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.1.4 instruct the Supplier to comply with the Rectification Plan Process;

1.1.5 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier, or require the Supplier to provide a refund against transaction fees paid, to the Buyer; and/or

1.1.6 if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure (including the right to terminate this Contract for material Default).

Annex to Part A: Services Levels

REDACTED

| SLA Performance Report | | | | | |
|------------------------|---|---|--|--|---|
| LA Ref | SLA | Detail | Target | Measures | EA Service Credit |
| SL 1 | Online Booking System and mobile booking app availability | Notwithstanding periods of scheduled non availability (see SL2), Online Booking System and mobile booking app (where appropriate) shall be available [REDACTED] of available minutes measured on a monthly basis and reported on a quarterly basis. | Online Booking System and mobile booking app shall be available [REDACTED] of available minutes Online Booking System and mobile booking app availability is measured as 1440 minutes per day x number of days in reporting month. | Supplier shall provide the Service Credit Performance Report, to the Authority by the 15th of the following month. The Authority shall retain the right to audit and/or conduct spot checks. | [REDACTED] credits per Customer for each and every [REDACTED] below target. |
| SL 4 | Telephone answering times | Core Hours - All telephone calls shall be answered within 30 seconds by a person. Non-core hours - All telephone calls shall be answered within 120 seconds by a person. Any time an answer machine and/or automated attendant model may require, to play a recorded message, has to be included in the 30 seconds (and/or 120 seconds). | Core hours: [REDACTED] of calls answered within 30 seconds by a person (abandoned calls must be included in this measure). Non-core hours: [REDACTED] of calls answered within 120 seconds by a person (abandoned calls must be included in this measure). | Service Credit Performance Report, to each Customer and the Authority by the 12th of the following month. Abandoned calls must be included in this measure. The Authority and the Customer shall retain the right to audit and/or conduct spot checks. | 20 credits per Customer for each and every [REDACTED] below target. |
| SL 5 | Booking completion times | The supplier shall as a minimum meet the following booking completion times: - Online bookings shall be completed instantly. - Offline phone bookings shall be completed while the booker is on the phone (unless requested otherwise by the booker). Where this isn't practicable (for example if third party suppliers need to be contacted) bookings should be completed within 2 hours, allowing 4 hours for long haul/multi sector itineraries. - This also applies to email bookings but excludes group air bookings. | 100% of online bookings to be completed and confirmed instantly. Exceptions are transaction that don't have live availability/inventory. During core hours 90% of offline phone bookings, exceptional online bookings (as per above) and email bookings, itineraries to be confirmed to traveller and/or booker within 2 hours (up to a maximum of 4 hours for or long haul/multi sector itineraries). During non-core hours [REDACTED] of offline bookings to be confirmed instantly or within 2 hours, except for emergency bookings where immediate confirmation is required. | Service Credit Performance Report, to each Customer and the Authority by the 12th of the following month. The Authority and the Customer shall retain the right to audit and/or conduct spot checks. | [REDACTED] credits per Customer for each and every [REDACTED] below target. |
| SL 6 | Accuracy of documentation | The supplier shall ensure the accuracy of the content of all confirmations / tickets / vouchers and invoices (to include that mandatory reference fields are completed as given). | Minimum levels : * Confirmations / tickets / vouchers - online [REDACTED] / offline [REDACTED] of all transactions booked * Invoices: [REDACTED] of all invoices issued | Service Credit Performance Report, to each Customer and the Authority by the 12th of the following month. The Authority and the Customer shall retain the right to audit and/or conduct spot checks. | [REDACTED] credits per Customer for each and every [REDACTED] below target. |

REDACTED

REDACTED

| LA Ref | SLA | Detail | Target | Measures | EA Service Credit |
|--------|--|--|--|--|--|
| SL 7 | Management Information shall be accurate, complete and delivered on time to each Customer | Accurate and complete Management Information shall be delivered to the Customer in the agreed timescales. | <p>* [REDACTED] accuracy and completeness of all data (as per MI template guidelines) on 7th day of the following month.</p> <p>* [REDACTED] availability of data to the Customer by the 7th day of the following month, regardless of mode of delivery.</p> <p>If the 7th day falls on a weekend or bank holiday, the MI shall be provided the following working day.</p> | <p>Supplier shall make available the MI report, to each Customer by the 7th of the month. For example January MI must be available on the 7th of February.</p> <p>The Authority and the Customer shall retain the right to audit and/or conduct spot checks.</p> | <p>[REDACTED] per Customer for every 1 working day of non-receipt of data.</p> <p>[REDACTED] for inaccuracy and/or incompleteness of data if data hasn't been corrected within 5 days of Customer notifying Supplier of inaccuracy and/or incompleteness.</p> <p>If data is not corrected after these 5 working days, another 50 credits will be applied for every 3 days.</p> |
| SL 8 | Savings recommendation report | The Supplier shall deliver the savings recommendation report to the Customer. | <p>Supplier shall deliver the savings recommendation report together with the Service Credit Performance Report on the 12th of the first month of each quarter to the Customer.</p> <p>The Authority shall receive a copy of the savings recommendation report.</p> <p>[REDACTED] attendance in person or by teleconference.</p> | <p>Service Credit Performance Report, to each Customer and the Authority by the 12th of the following month. The Authority and the Customer shall retain the right to audit and/or conduct spot checks.</p> | <p>[REDACTED] per Customer for every 1 working day of non-receipt of report.</p> |
| SL 10 | Supplier Review Meeting(s) | Supplier to attend quarterly review meetings. Attendance can be in person or by teleconference (as agreed with Customer). This applies unless Customer and Supplier agree on alternate timeframe (e.g. half yearly). | <p>A meeting is only missed if it has been cancelled by the Supplier but not rescheduled within 7 working days.</p> <p>Successful delivery of areas/points to be evidenced at review meetings by Supplier (e.g. in form of a presentation covering every point listed).</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> | <p>Service Credit Performance Report, to each Customer and the Authority by the 12th of the following month. The Authority and the Customer shall retain the right to audit and/or conduct spot checks.</p> | <p>[REDACTED] for every missed meeting</p> |

Framework Schedule 6A Order form

| LA Ref | SLA | Detail | Target | Measures | EA Service Credit |
|--------|--|--|---|---|---|
| SL 11 | Effective delivery of account management | <p>Supplier to conduct satisfaction survey with each Customer (EA) to review/measure account management performance in the following areas/points :</p> <ol style="list-style-type: none"> 1) Degree to which Supplier shares best practice across EAs (only if supplier has more than one live EA). 2) Degree to which Supplier shares industry best practices and proactively transfers knowledge to the staff of the EA 3) Degree to which any recommendations reflect Supplier's understanding of EA's business objectives and culture, in particular social value. 4) Degree to which Supplier proactively follows up on action from business review meetings. 5) Degree to which Supplier creates business plans with each EA. 6) Degree to which Supplier is flexible in approach to delivering services to EA and customers. 7) Degree to which Supplier suggests process improvements to streamline business operations. 8) Degree to which an effective business continuity and crisis management approach is managed, tested and results shared with the EA 9) Degree to which Supplier drives cost savings initiatives and social value benefits against plan (as appropriate). 10) Degree to which Supplier deals with questions efficiently and in a timely manner. | <p>Successful delivery of areas/points to be evidenced at review meetings by Supplier (e.g. in form of a presentation covering every point listed).</p> <p>Supplier to achieve a score of 1 - 10 (1 = highly dissatisfied, 10 = highly satisfied)</p> <p>Each Customer's survey needs to score at least 7.5</p> | <p>Frequency of survey to be determined by the Customer to a maximum of four surveys annually.</p> <p>Results to be shared with Customer in a timely manner.</p> | <p>Supplier to achieve target on individual Customer (EA) level.</p> <p>EA reserves the right to request an alternate account manager if target not achieved.</p> |
| SL13 | Refunds | <p>Applicable to:</p> <ul style="list-style-type: none"> - Refunds for unused rail tickets (including unprinted tickets) and airline tickets which have been returned to the Supplier - Refunds for uncollected rail tickets | <p>Supplier to credit to traveller's cost centre within 10 business days of date and/or</p> <p>Supplier to credit to traveller's cost centre within 2 months of ticket expiry date</p> | <p>Service Credit Performance Report, to each Customer and the Authority by the 12th of the following month. The Authority and the Customer shall retain the right to audit and/or conduct spot checks.</p> | <p>Supplier to achieve target on individual Customer (EA) level.</p> <p>EA reserves the right to request an alternate account manager if target not achieved.</p> |

Framework Schedule 6A Order form

| LA Ref | SLA | Detail | Target | Measures | EA Service Credit |
|-------------|--------------------------|---|--|--|--|
| SL CCS 1 | Rate availability | All government negotiated rates/fares (applicable to accommodation, air and rail) must be visible and bookable, online and offline. | 100% of government negotiated rates/fares visible and bookable online and offline (where availability is known and for accommodation, if rate is Last Room Availability LRA), 24/7 the time. | Once rate loading has been confirmed by hotel/airline/rail operating company, supplier has seven (7) working days to make rates visible and bookable, in the online and offline booking environments. The Authority reserves the right to audit and spot check on a regular basis. | 100% per rate/fare per day, if rate isn't visible and bookable after the 7 day period. |
| SL CCS 2 | Price Match | All price match requests must be dealt with as per the specifications. | Supplier must report all successful price-match requests. Supplier shall not exceed more than 10 successful price-match requests per month across all Customers. | Service Credit Performance Report, to each Customer and the Authority by the 12th of the following month. The Authority and the Customer shall retain the right to audit and/or conduct spot checks. | 100% per successful price-match after the 10th successful price match. |

Part B: Performance Monitoring

1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 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 Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis or such other period agreed between the Parties. 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:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 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.

- 1.4 The minutes of the preceding Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
 - 1.5 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 and the calculations of the amount of Service Credits for any specified Service Period.
2. **Satisfaction Surveys**
- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

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

- | | |
|----------------------------|--|
| "Operational Board" | the board established in accordance with Paragraph 4.1 of this Schedule; and |
| "Project Manager" | the manager appointed in accordance with Paragraph 2.1 of this Schedule. |

2. Project Management

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

3. Role of the Supplier Contract Manager

3.1 The Supplier shall confirm the identity of the Supplier's Contract Manager within 5 Working Days of signing the Call-Off Contract. The Supplier's Contract Manager shall have a minimum of two years' industry experience in a similar role.

3.2 The Supplier shall ensure that the Supplier's Contract Manager shall be:

- 3.2.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.2.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.2.3 able to cancel any delegation and recommence the position himself; and
- 3.2.4 replaced only after the Buyer has received notification of the proposed change.

3.3 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.4 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

3.5 The Supplier shall ensure that the Supplier's Contract Manager shall promote, deliver and communicate transparency of pricing, savings and Commissions to the Buyer.

3.6 The relationship management provided by the Supplier shall be proportionate to the size and requirements of the Buyer.

4. Role of the Operational Board

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.1.1 the identification and management of risks;

5.2 the identification and The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 management of issues; and

5.2.2 monitoring and controlling project plans.

- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations:

5 Wellington Place, LS1 4AP

REDACTED

CALL-OFF SCHEDULE 20 (CALL-OFF SPECIFICATION)

1. INTRODUCTION

- 1.1. The purpose of this document is to provide a description of the Services for each of the Lots and related Deliverables that the Supplier may be required to provide to the MoJ as specified under the Call-Off Contract as set out or referred to in the Order Form.
- 1.2. For all Deliverables, the Supplier must help the MoJ comply with any specific applicable Standards of the MoJ.

Definitions

- 1.3. In this Schedule certain words set out in Annex 1 (Supplementary Definitions) to this Schedule shall have the meanings given in Annex 1 (Supplementary Definitions) and these defined terms shall supplement Joint Schedule 1 (Definitions).

2. MANDATORY SERVICE REQUIREMENTS

Booking Amendments, Exchanges, Cancellations and Refund Requirements

- 2.1. The Supplier shall offer an online booking amendment, exchange cancellation and refund solution or an alternative solution for amendment, exchange cancellation and refund solution e.g. offline.
- 2.2. The Supplier shall process all online or offline requests to amend, exchange, cancel or refund a prepaid booking from the MoJ. This shall be undertaken in accordance with the carriers and/or accommodation venue providers and/or TOC's terms and conditions of booking. The MoJ shall not incur charges due to delays in the Supplier's process to amend exchange and or cancel a booking.
- 2.3. The Online Booking Solution shall provide email confirmation to the Booker and/or Traveller of any amendments and/or cancellations made online.
- 2.4. All amendments, exchanges, cancellations and refunds shall be confirmed by the Supplier by email or by other means of written notification to the Booker and/or Traveller. The confirmation shall provide a unique amendment/exchange/cancellation/refund reference code and clearly show the

booking details so that the MoJ can accurately match, monitor and track all refund requests.

- 2.5. The Supplier shall provide a process for the MoJ to claim for delays to train journeys via the Supplier in accordance with the MoJ's requirements.
- 2.6. The Supplier shall provide, as part of the Offline Booking Solution, a facility to amend the Traveller name whilst keeping the original booking if allowed by the fare/rate terms of conditions.
- 2.7. For rail, the amendment/exchange/cancellation/refund process shall include an acknowledgement of receipt of refund requests sent by post from the MoJ to the Supplier.
- 2.8. For rail, the Supplier shall check whether tickets have been used and shall provide the MoJ with a refund process automatically. The Supplier shall provide the MoJ with Monthly refund data.
- 2.9. For air, the Supplier shall check whether e-tickets have been used and shall provide the MoJ with a refund process automatically. The Supplier shall provide the MoJ with Monthly refund data.
- 2.10. For accommodation, the offline cancellation process shall provide an emailed confirmation of cancellation as soon as possible and within a maximum of 1 hour of the cancellation call or email sent by the Traveller.
- 2.11. For venue find only, the Supplier shall process all requests to amend, cancel or refund a booking from the MoJ. This shall be undertaken in accordance with the CCS Preferred Venue Terms and Conditions or the venue provider's terms and conditions of booking, as applicable. The MoJ shall not incur cancellation or amendment charges that are caused by delays in the Supplier's process. Where a confirmed booking is cancelled with charges, the Supplier shall have a process in place to ensure that, wherever possible, such bookings are offered to other pending Booker enquiries to avoid the cancellation charges being incurred.
- 2.12. If the booking requires pre-trip approval, any change to the booking that increases the overall cost to the MoJ will also require pre-trip approval.

Payments and Invoicing Requirements

- 2.13. The Supplier's Online Booking Solution and Offline Booking Solution(s) shall have the ability to support the payment options as directed by the MoJ to include, but not limited to:
 - 2.13.1. corporate payment cards, including virtual credit cards;
 - 2.13.2. invoice feeder files as a method of invoicing;
 - 2.13.3. billing to project and or cost centre codes;
 - 2.13.4. lodge cards / enhanced lodge card;
 - 2.13.5. consolidated invoice accounts, for example 10 or 30 days;
 - 2.13.6. individual and / or single bill back, for example not consolidated invoice; and

- 2.13.7. payment on departure by Traveller for accommodation and/or venue bookings.
- 2.14. The Supplier shall work with the MoJ to implement card payment processes as required at no additional cost to the MoJ.
- 2.15. The Supplier shall work with the MoJ to implement an integrated expenses process as required at no additional cost to the MoJ.
- 2.16. For acceptance of payment by purchasing card, the Supplier shall only surcharge the MoJ the direct cost borne as a result of the MoJ using the given means of payment. The Supplier shall not charge the MoJ any additional supplier merchant fees other than the card provider's published merchant fees, nor will it be entitled to charge a mark-up on such costs and/or fees.
- 2.17. The MoJ reserves the right to request proof of the value of any such surcharges associated with payment by a purchasing card.
- 2.18. The Online Booking Solution shall provide the facility for the Booker to insert the three / four digit CVV security code.
- 2.19. For each online and offline booking the MoJ shall require the Booker's and Traveller's staff number, service number, where appropriate, and MoJ's specific, name, Unit Identification Number (Lot 3 only), cost centre, email address and where possible whether it is a taxable journey to be recorded for each online and offline booking and, where requested by the MoJ, the tax classification.
- 2.20. The Supplier shall provide a full itemised breakdown of fees, e.g. booking fees, card surcharge fees, air baggage fees and any additional charges indicated on the Supplier's invoice and the breakdown shall provide for any applicable VAT (or any other similar or equivalent taxes) payable in respect of those fees.
- 2.21. The Supplier shall determine, prior to Go Live, solutions that have the capability to interface with the MoJ's e-commerce (Purchase 2 Pay) system.
- 2.22. Where the MoJ does not require a full end-to-end e-commerce (Purchase 2 Pay) system, the Supplier shall provide an alternative solution in accordance with the MoJ's requirements at no additional cost, charge or expense to the MoJ.
- 2.23. The Online Booking Solution shall have the functionality to manage accommodation provider's advance purchase payments when requested by the MoJ. The offline process shall have the functionality in place to manage accommodation provider's deposits. When required by the MoJ, the Supplier shall accept card payment solutions to facilitate all bookings that require prepayment.
- 2.24. If requested by the MoJ, the Supplier shall use their own card solution to facilitate all bookings that require prepayment. Paragraph 3.23 above applies no matter whether the card account belongs to the MoJ or Supplier.
- 2.25. The Supplier shall ensure that all online and offline bookings for air baggage costs or other ancillary charges are itemised separately on the invoice and are not included in the air fare total amount.

- 2.26. In the event that the MoJ is required to book accommodation on behalf of third parties (e.g. for projects), the Supplier shall, when requested, be responsible for obtaining the relevant accommodation provider invoice within 20 Working Days of the checkout date to allow the MoJ to claim reimbursement costs through the relevant project.
- 2.27. The Supplier shall provide an assurance to the MoJ that the lowest available fare/rate is always offered to Bookers to make a booking in a secure and fully bonded environment. If a Booker finds a flight, hotel or rail ticket that is cheaper than that presented by the Supplier, the Supplier shall action a Price Match.
- 2.28. The Supplier shall offer a Price Match guarantee on all fares and rates it supplies to the MoJ to guarantee the Supplier is offering the lowest cost options for travel and accommodation. Price Match fares or rates are those that are available to the general public online. This does not include fares or rates offered on membership only websites, reward programs, incentives, via a consolidator or fares or rates obtained via e-auctions, or sites requiring a code to access. Price Match is also not available for sharing economy products. A Price Match challenge needs to be flagged to the Supplier within 2 working hours of receiving the Supplier's quoted fare or rate by email. If the Price Match request is valid the Supplier will need to provide the Price Match quote within 2 working hours. No additional transaction or amendment fees shall be applied when a Price Match is implemented. Price Match is only available for fully IATA/RDG/ATOC/ABTA (or equivalent) bonded distribution channels and only where the point of origin and the point of sale are the same country. Price Match shall not apply in situations where the MoJ has requested that Inventory channels and availability displays be limited to exclude the fares or rates being challenged under Price Match. Price Match shall not apply where the MoJ or MoJ representative has negotiated a rate programme where the lowest available rate is higher than the benchmark rate or fare quoted by the MoJ.
- 2.29. The Supplier will invoice the MoJ for the Charges in the currency of the country from which the Services are provided unless agreed differently in the Order Form.

Tax

- 2.30. Any sum payable under the Call-Off Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the related supply takes place, from time to time, subject to receipt by the paying party of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice. The Supplier shall ensure that any exemption or relief in respect of VAT or equivalent sales or ad valorem taxes is applied on its supply of the Deliverables to the MoJ, in particular by reference to any diplomatic or consular arrangement that may be applicable whether by law, customs practice or otherwise. Where there are different tax treatments applicable depending on type of service requested (e.g. in venue

hire for 'Management Conferences' compared to 'Room Hire and Catering Only') then the Supplier shall ensure correct account/category codes are built into the invoicing without any additional charge, cost or expense.

- 2.31. Except as required by applicable law all payments under the Call-Off Contract will be made free and clear of all deductions and withholdings (whether in respect of tax or otherwise).

Management Information and Data Reporting Requirements

- 2.32. The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver (or otherwise make available) timely and accurate management information from all the countries in the scope of the Call-Off Contract to the MoJ in accordance with the MoJ's requirements and the provisions of the Call-Off Contract and this Schedule.
- 2.33. The Supplier shall provide either:
- 2.33.1. a secure, central portal to enable the MoJ to self-access their dashboard, management information (including travel data, booker email address, traveller email address, booked data and invoiced data) and reports. The portal shall offer the capability to customise reports and access raw data; or
 - 2.33.2. such alternative secure communication method in relation to the MoJ's dashboard, management information (including travel data, booked data and invoiced data) and reports as specified by the MoJ at the Call-Off Start Date.
- 2.34. The Supplier shall ensure (where there has been no change to the original booking), the management information provided to the MoJ can be matched to the relevant Supplier invoice.
- 2.35. The Supplier shall capture details of the Authorising Officers for each online and offline out of policy booking in accordance with the MoJ's requirements.
- 2.36. The Supplier will use the management information to engage with the MoJ in such areas as (but not limited to) duty of care, enhanced customer experience and ensure that Travellers are making optimal choices in line with their relevant travel policy.

Assurance Management Systems

- 2.37. The Supplier shall, at all times for the duration of the Call-Off Contract, have in place, maintain and comply with quality and assurance management systems and standards for the scope of the Services offered, including but not limited to the following:
- 2.37.1 A Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent;

2.37.2 an Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent; and

2.37.3 an information security management system as required by the Security Requirement.

Feedback Requirements

- 2.38. The Online Booking Solution shall provide access to an air, rail, venue and accommodation feedback and rating facility. The feedback facility must request the user's email address as a minimum so as to identify the provider of the feedback. The Supplier shall review this feedback as part of account management and provide recommendations and ideas as to how to remedy and/or prevent any poor service issues occurring and take reasonable steps to avoid such issues occurring again.
- 2.39. The Supplier shall provide, within the Online Booking Solution, a facility for the MoJ to register Complaints.

Call-Off Contract Access

- 2.40. The Supplier shall note that the Services provided under the Call-Off Contract, for business travel booking and management Services are solely for authorised business use. Whilst the Services are predominantly for MoJ's employees, they may also be utilised for non-employees, for example employee spouses and dependants, members of the public, visiting foreign nationals and others where prior written approval is provided by the MoJ. Under no circumstances shall Traveller(s) of the MoJ or any other nominated individuals authorised by the MoJ, utilise the Services for personal use unless explicitly part of their duty or pursuant to employment terms and conditions. In the event that the MoJ wishes to use the Services as a contingency arrangement for individuals who have not booked their travel through the Call-Off Contract (e.g. the repatriation of British Nationals in an emergency or provision for rough sleepers, asylum seekers), the Supplier will work with the MoJ to facilitate access to the booking solutions under the Call-Off Contract.
- 2.41. There shall be no personal gain for Bookers or Travellers and/or delegates through benefits acquired as a consequence of travel undertaken as part of the Call-Off Contract. Therefore, the Supplier shall not facilitate the collection of an individual's loyalty card points awarded by Third Party Providers. However, the Supplier is required to facilitate corporate schemes and/or charity donation schemes where applicable, if approved by CCS and agreed with the MoJ.

Technology Requirements

2.42. Provision of the Online Booking System

- 2.42.1. The Supplier will perform the Services using the Supplier's Online Booking System, which will (as a minimum) comply with the

requirements set out in this Paragraph 3.42 and this Schedule and the MoJ's specification (as set out in Call-Off Schedule 20 (Call-Off Specification)), and, where applicable, the Supplier's tender for the Services (as set out in Call-Off Schedule 4 (Call-Off Tender)).

- 2.42.2. The Supplier will ensure that the Online Booking System is suitable for the performance of the Services and that the Services will not be adversely affected or hindered in any way by the use of the Online Booking System. The Supplier's Online Booking Solution tool must be able to allow for "Single Sign On" capability using OIDC and SAML 2.0 authentication protocols to support future Government digital strategies and where interacting with CCS services must be fully capable of integrating with the dedicated CCS Single Sign On solution as and when required.
- 2.42.3. The Supplier will at all times maintain the Online Booking System in such working order as enables it to perform the Services in accordance with the terms of this Contract and to comply with the Service Levels.

Online Booking System Warranties

- 2.43. The Supplier warrants, represents and undertakes to the MoJ that:
- 2.43.1. the Online Booking System used by the Supplier in connection with this Contract will:
- not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such Online Booking System;
 - not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware, website, online applications or computer system of the MoJ with which it interfaces or comes into contact; and
 - any variations, enhancements or actions undertaken by the Supplier in respect of the Online Booking System will not affect the Supplier's compliance with this Paragraph 3.43.1 or the performance of the Services;
- 2.43.2. the Online Booking System will be properly maintained and supported to ensure that it functions correctly, including through the correction of defects and faults in the Online Booking System and the performance of regular system restoration activities to restore parts of the Online Booking System that are defective or are not functioning correctly; and
- 2.43.3. it will perform or procure the performance of end user tests to ensure that corrections and system restoration activities have been implemented successfully pursuant to Paragraph 3.42 and

that reports will be prepared detailing the success or failure of such end user tests for provision to the MoJ.

Performance of the Online Booking System

- 2.44. Whenever a new version of the Online Booking System or any part thereof is released, the Supplier will notify the MoJ and will inform the MoJ of the implications that the new version will have on the Online Booking System and, if applicable, the MoJ's use thereof. The Supplier will ensure in collaboration with the MoJ that new versions of the Online Booking System will maintain the functionality of previous versions unless expressly agreed with the MoJ in writing.
- 2.45. The Supplier will ensure that any updates, modifications and/or maintenance to the Online Booking System will only be carried out with the prior consent of the MoJ and, in any event, will not be carried out on a Working Day.
- 2.46. In the event that a Virus is found, the Supplier will use, at its own expense, best endeavours to assist in reducing and preventing the effects of the Virus, and in the event that a Virus causes loss or corruption of the MoJ's data to assist the MoJ to the same extent to mitigate such losses and to restore such data. The Supplier will immediately inform the MoJ on becoming aware of any Virus, breach of IT security or unauthorised access affecting the Online Booking System or any of the MoJ's data.
- 2.47. For the purpose of Paragraph 3.46 a 'Virus' means any software virus, computer worm, malware, spyware, ransomware, disabling script, back-door, Trojan horse, rootkit, key-logger, software bomb or similar damaging or malicious code.

Access to the Online Booking System

- 2.48. The Supplier will:
 - 2.48.1. provide unrestricted access to the Online Booking System to the MoJ and its nominated representatives throughout the Call-Off Contract Period;
 - 2.48.2. supply accurate and up-to-date copies of all necessary information relating to the Online Booking System to the MoJ in good time prior to the MoJ's first access of the Online Booking System and updates thereof to reflect any modifications to the Online Booking System from time to time;
 - 2.48.3. supply all necessary passwords and log-in details to enable the MoJ and its personnel to access the Online Booking System in accordance with the Call-Off Contract;
 - 2.48.4. set up and maintain a communications link via which the MoJ can access the Online Booking System and the Supplier will be responsible for the integrity of such link, its connections and for all data passing over such link; and
 - 2.48.5. take all necessary steps to rectify any errors, failures or malfunctions of the Online Booking System so as to restore the

MoJ's access as soon as possible and to minimise disruption to the MoJ.

- 2.49. The provision of each new version of the Online Booking System and all upgrades and updates thereto which from time to time are made available by the Supplier to its users generally are included in the Charges and will be automatically made available by the Supplier to the MoJ as part of the Online Booking System access rights.

Protection of the Online Booking System

- 2.50. The Supplier will operate a back-up process for the Online Booking System insofar as it relates to the Services in accordance with the MoJ's agreed Security Management Plan. The back-up process will be sufficient to enable the Supplier to replicate the Online Booking System and restore the provision of the Services promptly after the occurrence of any event which materially disables, disrupts or interferes with the proper operation of the Online Booking System.
- 2.51. The Supplier will protect the Online Booking System used in the provision of the Services in accordance with the Security Management Plan and the Security Requirements, including facilities for remote access to the Online Booking System, against unauthorised external penetration and to ensure that such networks are resilient and are protected at a minimum against any single point of failure.
- 2.52. The Supplier will test the back-up process for the Online Booking System and the protection to be afforded to the Online Booking System in accordance with the Security Management Plan and the Security Requirements and will prepare reports setting out the results of such tests and any actions which need to be taken to ensure that the back-up process and the Online Booking System comply with the requirements of this Paragraph 3.52. The Supplier will provide such reports to the MoJ within ten (10) Working Days of the completion of such tests.
- 2.53. The Supplier grants to the MoJ, or will procure the grant to the MoJ of, a royalty-free, worldwide, transferable, non-exclusive licence for the Contract Period, together with the right to grant sub-licences to Bookers and Travellers, to use the object code version of the Online Booking System, as required for the MoJ to receive the Services and enjoy the benefit of any rights granted to it pursuant to the Call-Off Contract.
- 2.54. The Supplier shall meet the mandatory requirements listed below in paragraphs 4.2 to 4.113 of this Schedule.
- 2.55. The MoJ will confirm its requirements for the Services in the Statement of Requirements issued under the Call-Off Procedure.
- 2.56. The Supplier shall create a relevant generic email address which shall be used for all MoJs' queries.
- 2.57. The MoJ is not obliged to procure all of the Services described in this Schedule. The decision on which Services will be procured will be set out in the Order Form.

- 2.58. The MoJ does not guarantee any exclusivity, quantity or value of work under the Call-Off Contract.
- 2.59. The Supplier will be acting as the MoJ's agent and not the principal in relation to any bookings and reservations made in relation to the Services.
- 2.60. In the performance of the Services and the Supplier's other obligations under the Contract, the Supplier will at all times comply with all applicable Law and have in place and maintain all required registrations, certifications and affiliations.
- 2.61. The Supplier will ensure that it has sufficient levels of suitably qualified personnel with the relevant experience available at all times to provide the Deliverables in accordance with the Service Levels throughout the duration of the Contract. Failure to do so shall amount to a material Default of the Call-Off Contract entitling the MoJ to terminate without notice. A high quality service is deemed to be when the Service Levels specified in Call-Off Schedule 14 (Service Levels) are exceeded on a permanent basis.
- 2.62. The Supplier shall ensure that its staff understand the objectives and implement the Travel/Expenses/Meeting Policy of the MoJ and shall provide the levels of customer service in accordance with Call-Off Schedule 14 (Service Levels) to the MoJ throughout the Call-Off Contract Period including an escalation process for out of policy bookings or attempts to book.
- 2.63. The Supplier will provide additional supporting services not specifically identified in this Schedule, but that are reasonable and typical within the industry for the Services such as travel advice. Such supporting services will be provided upon request and at no charge to the MoJ.
- 2.64. Changes to the way in which the Services are to be delivered which could potentially have a material adverse effect on the Deliverables must be brought to the MoJ's attention as soon as reasonably practicable and shall be agreed between the MoJ and Supplier prior to any changes being implemented.
- 2.65. Subject to Paragraph 4.11, where Deliverables are described in this Schedule but are not mentioned in the pricing matrix, the pricing of such Deliverables shall be deemed to have been included in the Supplier's overall offering and therefore no additional pricing can be charged/added.
- 2.66. The Supplier acknowledges that in the event that the MoJ wishes to access the Services as a contingency arrangement for individuals who have not booked their travel through this Contract (e.g. the repatriation of British Nationals in an emergency), the Supplier will work with the MoJ to facilitate access to the booking solutions under this Contract. This service can be priced outside of the Charges where the Supplier can evidence it is not economically viable to use the Charges and approval has been provided to the Supplier by CCS in writing.
- 2.67. The Supplier shall use all reasonable commercial endeavours to understand and reduce supply chain impacts and risks to the MoJ and ensure that it leverages the aggregate volumes, it manages on behalf of the MoJ, to work

with its supply chains to deliver sustainable and efficient services with the aim of achieving the best long-term, overall value for money for the MoJ.

- 2.68. The Supplier shall present new more efficient and effective ways of working to the MoJ during the contract review meetings, in accordance with Call-Off Schedule 15 (Call-Off Contract Management), including pro-actively developing and presenting market analysis and recommendations to leverage market opportunities further on an ongoing and continuous dynamic basis, offering expertise, knowledge and advice regularly on the design and ongoing development of Her Majesty's Government travel policy, market intelligence/reports, training of end-users and communications best practice etc. as a trusted professional travel adviser beyond that of just a travel provider.

Booking Solution Access and Capability Requirements

- 2.69. The Supplier shall ensure that the Online Booking Solutions and Offline Booking Solutions data capture are not materially different across travel categories (e.g. rail, air, accommodation). Country level online and offline data shall be merged into one report for booked data and one report for invoiced data.
- 2.70. The Supplier shall ensure that the Online Booking Solution is available 24 hours a day, 365 days per year (or 366 in a leap year) across all the applicable points of sale throughout the entire duration of the Call-Off Contract. This excludes any planned scheduled outages for system maintenance and/or system upgrades that have been mutually agreed with the MoJ and offers the necessary language interface.
- 2.71. Booker access to the Online Booking Solution shall be via an individual's secure username and password in accordance with the guidance offered by the National Cyber Security Centre <https://www.ncsc.gov.uk/collection/passwords>.
- 2.72. Requests for forgotten passwords and requests to change password shall be facilitated online at any time and offline during the applicable Core Working Hours and shall be actioned without charge.
- 2.73. The Supplier shall provide the MoJ with a minimum of 2 weeks' advance notice of any system upgrade, the benefits that any system upgrades shall deliver, and detail any inconvenience or disruption and /or any actions required to be undertaken by the MoJ. The Supplier shall ensure such maintenance or upgrades shall be carried out with minimum disruption to the Deliverables. Online Booking Solution maintenance and upgrades shall be implemented as soon as is practicable, and:
- 2.73.1. they shall be provided by the Supplier without charge; and
- 2.73.2. they shall occur outside the applicable Core Working Hours.
- 2.74. Notification of maintenance and/or system upgrades shall be provided to the MoJ's lead contacts and a message placed on the Supplier's Online Booking Solution at least 2 weeks in advance of and again 48 and 24 hours before as a reminder to all Bookers.

- 2.75. The Supplier shall ensure any system maintenance and upgrades are tested via the MoJ's networks prior to the upgrade/version release going 'live', including any Third Party Providers that the Supplier is reliant upon. Any custom interfaces must be carried forward when any Supplier systems are upgraded.
- 2.76. Without prejudice to the Supplier's obligations in respect of the Security Requirements, in case of security breaches and unplanned system maintenance that may directly or indirectly affect the MoJ, the Supplier shall take all necessary actions, including, but not limited to, system maintenance immediately. Report of a security breach shall be carried out in accordance with the Security Requirements. Information on non-availability of the Online Booking Solution is to be shared with the MoJ at least 1 hour in advance of the commencement of the emergency maintenance and or system upgrades. The Supplier shall inform the MoJ if any action is required and the benefits that any emergency upgrades shall deliver to the MoJ, with a minimum of 1 hours' notice.
- 2.77. As part of the Implementation Plan, the Supplier shall adapt the Online Booking Solution to reflect the MoJ's Travel/Expenses/Meeting Policy(s) during the Implementation Period).
- 2.78. The Supplier shall further adapt the Online Booking Solution to reflect any changes in the MoJ's Travel/Expenses/Meeting Policy(s) and / or the Security Management Plan throughout the duration of the Call-Off Contract.
- 2.79. The Supplier Online Booking Solution and any other online system available to the MoJ shall comply with:
- 2.79.1. Government design principles, <https://www.gov.uk/guidance/government-design-principles>;
 - 2.79.2. Government design system, <https://design-system.service.gov.uk/>;
 - 2.79.3. Government standard design, <https://www.gov.uk/service-manual>; and
 - 2.79.4. The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018.
- 2.80. The Supplier shall enable the Super Users with the appropriate system access and training to undertake the following activities in accordance with the MoJ's requirements (the details of which shall be agreed between the Supplier and MoJ during the Implementation Period):
- 2.80.1. allow bookings outside of the MoJ's departmental Travel/Expenses/Meeting Policy(s) subject to MoJ internal controls;
 - 2.80.2. ability to self-register Traveller profiles; create Traveller profiles; amend Traveller profiles;
 - 2.80.3. delete profiles, in accordance with the data security requirements; and

- 2.80.4. add MoJ specific messages to their tailored booking portal where technology exists.
- 2.81. The Supplier shall provide the facility for uploading and updating Traveller-specific profile data, e.g. by CSV file or by direct integrated data feed from the MoJ's systems, subject to all necessary security and data protection standards required by the MoJ.
- 2.82. The Online Booking Solution shall have the capability for Bookers to select and book travel using either pre-registered profiles, create their own profile or a guest profile (dependant on their levels of system access specified by the MoJ).
- 2.83. The Supplier shall delete/suspend inactive profiles following a period of 13 Months (or as otherwise agreed with the MoJ in writing) of inactivity from the last date of travel or as otherwise agreed with the MoJ. The process for deleting/suspending Traveller profiles shall be in accordance with the MoJ's requirements and agreed in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). The Supplier shall inform the MoJ in writing when inactive profiles have been deleted/suspended.
- 2.84. The Supplier will:
 - 2.84.1. provide a copy of all Traveller profiles to the MoJ on request from time to time and in such format as required by the MoJ;
 - 2.84.2. return to the MoJ all Traveller profiles on the termination of the Contract or such earlier date as requested by the MoJ; and
 - 2.84.3. securely erase all Traveller profiles and any copies it holds on the termination of the Contract in accordance with the Security Policy.
- 2.85. If required by the MoJ, the Supplier shall ensure that the Online Booking Solution includes a pre-trip approval prior to the booking stage, or authorisation process of bookings.
- 2.86. Unless agreed otherwise with the MoJ in the Call-Off Contract, the Supplier shall ensure a booking cannot be made via the Online Booking Solution or Offline Booking Solution unless a full validated cost centre code or employee number or a full validated GL string, full validated project code or other reference number is provided by the Booker unless the payment is being made using an individual's credit card (as specified by the MoJ unless the MoJ's Travel/Expenses/Meeting Policy states otherwise). The cost centre code or employee number shall be validated against a list provided by the MoJ during the Implementation Period. This list shall be updated as frequently as necessary and given to the Supplier up to a maximum of 12 times per year by the MoJ. Any requests over 12 may be subject to an additional charge which shall be specified in the Call-Off Contract. An emergency code will be provided to the Supplier for when this requirement needs to be overridden. The Online Booking Solution shall provide the facility for designated users to update cost centre codes, employee numbers, GL strings, project codes and other reference numbers on profiles on an ad hoc basis.

- 2.87. The Supplier shall ensure that when using the Online Booking Solution, the Bookers are able to search for and be presented with the lowest cost fares and/or rates in the market from multiple sources of Inventory. The results of the search shall ensure that all available Inventory is clearly visible and appropriate to the search parameters entered by the Booker. All publicly available fares/rates, offers and promotional fares/rates, locally negotiated fares/rates and CCS Public Sector Negotiated Programme fares/rates shall be displayed and available to book. It is mandatory that the Supplier shall not restrict any content and inventories in any way at all, without obtaining prior written approval from the MoJ. There are no exceptions to this mandatory requirement.
- 2.88. The Supplier shall make new Inventory available on the Online Booking Solution, including GDS and non-GDS content (e.g. API), or Inventory requested by the MoJ as a result of any changes in the supply landscape. New Inventory shall be made available within 14 days of either the request by the MoJ or any change in the supply landscape. When a new API implementation is impacted by Third Party Providers, the Supplier is to agree the timescale with the MoJ.
- 2.89. The Online Booking Solution shall provide Bookers with access to all published fare/rate rules, restrictions, terms and conditions including, but not limited to, the rules for penalty clauses, amendment, and exchange and cancellation periods.
- 2.90. Unless agreed otherwise with the MoJ in this Call-Off Contract, the Online Booking Solution shall prioritise all air, rail and accommodation rates by (at a minimum) price, from lowest to highest, highlighting those that are within policy as defined in the MoJ's Travel/Expenses/Meeting Policy(s). The Online Booking Solution shall also have the functionality to identify when the Booker does not select the lowest cost option, and alert the Booker before they confirm the booking. Prioritisation by other factors is non-mandatory.
- 2.91. The Supplier shall ensure the Online Booking Solution and the Offline Booking Solution captures the reasons for booking out of the MoJ's Travel/Expenses/Meeting Policy at the time of booking via a drop-down list of Reason For Travel Codes and shall be recorded and reported to the MoJ as part of their through the management information process.
- 2.92. The Online Booking Solution shall have the facility to communicate, at the point of booking, important messages to Bookers and Travellers regarding situations that are likely to impact their specific travel booking including, but not limited to, hotel refurbishments, travel disruptions, flight delays, adverse weather, industrial action, specific events (e.g. football matches) and Online Booking Solution outages. Any important messages to be published on the Online Booking Solution that are not related to travel disruptions shall be submitted to the MoJ for approval no later than 48 hours prior to publication.
- 2.93. The Supplier shall be required to disable any service(s) which are not included in the scope of the Call-Off Contract subject to agreement with the MoJ.

- 2.94. The Supplier shall ensure a history of confirmed travel and/or meeting itineraries is available to Bookers and Travellers of the MoJ. The Online Booking Solution shall allow Bookers to save frequently used routes and accommodation providers as a template for future reference to enable efficient processing of bookings for frequent journeys (Lots 1 and 2 only).
- 2.95. The Supplier shall ensure that there is a facility to book multi modal bookings e.g. air and rail as part of one booking. Such bookings shall attract a single transaction fee providing all elements are booked at the same time, in accordance with Call-Off Schedule 5 (Pricing Details).
- 2.96. The Online Booking Solution shall be customizable; at a minimum it shall be possible to display the MoJ's logo on the landing page of the Online Booking Solution.
- 2.97. Any API implementation shall conform to Her Majesty's Government best practice <https://www.gov.uk/guidance/gds-api-technical-and-data-standards>.
- 2.98. The search results shall provide information including, but not limited to, routes, accessibility restrictions, journey times, and CO2 emissions per booking.
- 2.99. Emissions reporting must be in accordance with the Government guidance on Measuring and reporting environmental impacts: guidance for businesses (<https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses>), as amended, using the relevant government emission conversion factors for greenhouse gas company reporting (<https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting>) unless otherwise notified by the MoJ.
- 2.100. The Supplier shall provide solutions to prevent Bookers from either viewing or booking fares/rates (including an escalation process for out of policy bookings or attempts to book) that are:
- 2.100.1. not within the MoJ's Travel/Expenses/Meeting Policy limits; and/or
 - 2.100.2. fares/rates that the MoJ (and/or CCS) has requested in writing to the Supplier to be removed from the Online Booking Solution.
- 2.101. The Online Booking Solution and/or Offline Booking Solution shall have the capability for the MoJ's Bookers to book and ticket travel where the point of origin is outside the country from which they are making the booking.
- 2.102. The Online Booking Solution shall have the facility to import the travel/meeting venue itinerary details into the calendar that is linked to the Traveller's registered email address.
- 2.103. The Online Booking Solution shall display fares/rates and availability on the day before and the day after the dates selected by the Booker or where the technology allows (for example Rail bookings) to display fares by hour of selected date.
- 2.104. The Online Booking Solution options shall be shown on a single screen, with price comparisons between travel modes, for example appropriate rail and

air journeys, and should it become available during the term of the Call-Off Contract, whole journey costs.

- 2.105. The Supplier shall provide an Offline Booking Solution which offers the MoJ all options as reflected in the Online Booking Solution as well as any available offline content which may not be reflected in the Online Booking Solution. The Suppliers must not restrict the options presented to Bookers in any way not approved in writing by the MoJ including, but not limited to, their own preferred partners and/or to rates and/or fares that give the Supplier a financial return, or other benefits.
- 2.106. If requested by the MoJ the Supplier shall provide the support, access and functionality of the Online Booking System to the MoJ personnel via mobile devices such as tablets and smartphones or through a mobile booking app. This functionality must not compromise data security in any way and or increase security risks to the MoJ or Her Majesty's Government (HMG). Any security risk will be assessed by the security working group and any necessary modifications must be carried out by the Supplier before the go-live stage of the mobile booking app at no cost to the MoJ in accordance with Call-Off Schedule 9A (Security) or Call-Off Schedule 9B (MOD Security) as applicable.
- 2.107. The Supplier will provide the MoJ with a copy of their technology roadmap and will regularly update the MoJ on the progress and or developments of the roadmap.

Operational Service Requirements

- 2.108. If requested by the MoJ, the Supplier shall provide in-house travel Implants to deliver all aspects in scope of the MoJ's travel requirements.
- 2.109. The travel service delivered must adhere to the service standard (<https://www.gov.uk/service-manual/service-standard>), and pass the necessary assessments for internal travel services.
- 2.110. The Supplier shall provide operational travel management supporting services; these services shall be agreed between the Supplier and the MoJ in the Order Form and Call-Off Schedule 5 (Pricing Details), if applicable.
- 2.111. The Supplier shall provide a service for the facilitation and/or processing and submission of travel visas and passports, including:
 - 2.111.1. a visa and or passport query(s) and or support service; and
 - 2.111.2. a service for the provision to purchase currency, which shall be undertaken at the commercially advantageous exchange rate on the day. Exchange rates will be monitored by the MoJ.
- 2.112. The Supplier shall provide the facility to book:
 - 2.112.1. parking requirements at airports, railway stations and ferry ports;
 - 2.112.2. parking by an attendant; and
 - 2.112.3. an airport, railway station or ferry port "meet and greet" service.

- 2.113. The Supplier shall provide detailed booking information including, but not limited to, directions and contact details for each car park reservation.
- 2.114. The Supplier shall provide the facility for the MoJ to:
 - 2.114.1. book tickets for all scheduled coach journeys for example on intercity coach journeys;
 - 2.114.2. bulk purchase bus tickets; and
 - 2.114.3. hire a coach with a driver.
- 2.115. The Supplier shall take overall responsibility for ensuring that all Third Party Providers that they engage under the Call-Off Contract are compliant with the current and future legislation applicable to all Services, including, but not limited to all applicable Laws relating to coach hire and driver services and minicab / taxi booking services.

Support for Travellers and Bookers

- 2.116. The MoJ shall notify the wording for any automated attendant model and/or interactive voice response telephone script to the Supplier, which shall be used when processing offline bookings by telephone. Answer machines and/or automated attendant model shall be kept to 1 level of the call tree.
- 2.117. The Supplier shall provide support to Travellers or Bookers who may have specific requirements related to Protected Characteristics, outlined in the Traveller's or Booker's profile or communicated during the booking process, to ensure that they are able to access the Services and that all associated travel and booking arrangements are met. In particular any requirements relating to disability are to be catered for in accordance with the Equality Act 2010.
- 2.118. The Supplier shall advise, at the time of booking, any publicised travel issues that may disrupt the Traveller's journey or booking including, but not limited to, hotel refurbishments, travel disruptions, flight delays, adverse weather, industrial action, specific events (e.g. football matches).
- 2.119. The Supplier shall arrange any supporting services required by Travellers and/or delegates with specific needs, the details of which will be provided at the time of booking, for example, assistance upon arrival at the venue, extended transfer times, wheelchair ramps at a station and assistance to board and alight from a train or aircraft.
- 2.120. The Supplier shall highlight all additional charges applicable to the booking, including but not limited to transaction and ticket delivery / collection fees, and provide advice to Travellers and Bookers in order to minimise these charges.
- 2.121. The Supplier shall provide a service to book valuable or sensitive items, for example government papers, firearms or musical instruments, animals on flight or rail bookings. The Supplier shall advise of the best method of doing this, for example, the need to book an additional seat, or to book the item as increased baggage allowance.

- 2.122. The Supplier shall provide the facility for offline bookings to be made on a guest profile without the need to create or store a permanent Traveller profile.
- 2.123. The Supplier shall provide the facility to set up profiles for Travellers with non-UK passports at no additional cost.

Bookings

- 2.124. The Supplier shall make available, at all times via the Online Booking Solution and Offline Booking Solution(s), all CCS Public Sector Negotiated Programmes, discounted, advance purchase, special offer, promotional, Commissionable and Non-Commissionable rates and any other available Non-Commissionable special offers for the MoJ to book. The Supplier shall inform the MoJ of all accommodation rates that the Supplier negotiates or make available specific to the MoJ.
- 2.125. The Supplier shall ensure any faxes sent from the Supplier to a Booker, Traveller or accommodation provider are transmitted successfully before the date of travel or the meeting date.
- 2.126. The Supplier shall notify in writing the Third Party Provider (e.g. accommodation provider) at the time of booking (online and offline) whether the Traveller has any special needs as communicated by the Booker or the Traveller at the time of booking.
- 2.127. On all booking confirmations, and all associated correspondence, including, but not limited to, information shared with Third Party Providers, the Supplier shall ensure that the MoJ's department identity is not revealed under any circumstances unless instructed otherwise and agreed in writing during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan and Testing).
- 2.128. The Supplier shall ensure that travel providers are fully aware of the circumstances around specific offline booking types as detailed by the Booker, for example compassionate journeys, and shall handle such bookings sensitively and in accordance with the required payment instructions.
- 2.129. The Supplier shall provide the facility to capture each overseas business booking and advise a specific team within the MoJ of the booking as soon as it is made in order for the MoJ to undertake a pre-trip risk assessment under the MoJ's own policy/guidance. This facility will be in accordance with the MoJ's requirements and agreed with MoJ during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) as to whether pre-ticketing approval will be required for certain 'at risk' destinations.

Air Travel

- 2.130. The Supplier shall ensure that both the Offline Booking Solution and Online Booking Solution shall have the functionality or process to provide air bookings, domestic and international, for the services detailed below:
 - 2.130.1. single, return and Multi-City Flights;

- 2.130.2. upgrades and/or added value offers if allowed under the MoJ's Travel/Expenses/Meeting Policy;
 - 2.130.3. group purchase tickets (offline only);
 - 2.130.4. pre-booking of seat reservations and other ancillaries' services such as meals (subject to the carrier having the facility to display);
 - 2.130.5. special assistance for exceptional circumstances, for example escorted Travellers, unaccompanied minors or an accompanied Traveller service requirement for visually impaired Travellers (offline only);
 - 2.130.6. the ability to exclude certain routes or airlines when requested by the MoJ;
 - 2.130.7. excess baggage;
 - 2.130.8. baggage booking for low cost carriers; and
 - 2.130.9. charity fares and rates where the MoJ meets the airlines charitable criteria.
- 2.131. The Supplier shall ensure that all options for air travel offered are clearly displayed on the Online Booking Solution and/or explained to the MoJ via the Offline Booking Solution(s), prior to the booking. This shall include details of direct flights, or lower cost options with an overnight stay, or break in a journey and non-direct flight journey duration.
- 2.132. The Supplier shall ensure that the options provided to the Booker, through the Online Booking Solution or Offline Booking Solution, provide a comparison of the lowest fares available from each carrier in a format that allows the Booker to make best value for money decisions.
- 2.133. The MoJ recognises that on Multi-City Flights, there may be an opportunity to use ticketing techniques to reduce the overall price for the MoJ. The Supplier shall use its expertise to issue all Multi-City Flights in the most cost effective way (considering the aggregate of both fee and fare).
- 2.134. The Supplier shall ensure that all CCS Public Sector Negotiated Programme air fares are loaded correctly and made available through the Online Booking Solution and Offline Booking Solution staff and that all fare options shall be presented, including as a minimum:
- 2.134.1. Global Distribution System (GDS) or NDC (New Distribution Capability) fares for scheduled airlines and low cost carriers (where provided by the LCC);
 - 2.134.2. web fares for all carriers (to be accessed via an API link where available at no extra cost to the MoJ); and
 - 2.134.3. non-flexible and flexible fare options.
- 2.135. The Supplier shall provide a flexible search facility for fares on the Online Booking Solution. Where readily available in the industry, the Online Booking Solution and/or process shall be able to exclude low cost carrier web fares which are either not flexible or flexible when requested by the MoJ.

- 2.136. Where the carriers make this information available to the Supplier, the Supplier shall clearly display or communicate the number of available flight seats remaining for the specific flight being booked.
- 2.137. For air bookings, the Supplier shall ensure that Bookers and/or Travellers receive an instantaneous system generated confirmation/e-ticket by email or phone app as agreed with the MoJ once a booking has been confirmed, including as a minimum:
- 2.137.1. unique booking reference code;
 - 2.137.2. ticket type (i.e. Economy/Premium Economy/Business/First) and cost;
 - 2.137.3. Booker and Traveller name (as shown on passport);
 - 2.137.4. journey details, including date, time of travel, carrier, flight number, terminal number and seat number where applicable;
 - 2.137.5. terms and conditions associated with the ticket booked and any restrictions;
 - 2.137.6. information on how to make cancellations, exchanges and amendments;
 - 2.137.7. information on accessibility arrangements, such as provision of ramp access at stations, where relevant or restrictions;
 - 2.137.8. the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours if different;
 - 2.137.9. the Supplier's email address for contact during and out of Core Working Hours if different;
 - 2.137.10. check-in information (e.g. when check-in opens, recommended time to allow for check-in);
 - 2.137.11. baggage entitlement; and
 - 2.137.12. breakdown of costs (e.g. flight cost, taxes, cabin baggage, excess baggage).

Rail Travel

- 2.138. The Supplier shall present all available rail fares in price order (lowest to highest), including as a minimum:
- 2.138.1. advance purchase (singles and returns);
 - 2.138.2. flexible (single and returns);
 - 2.138.3. other cost effective ticketing options. For example, offering two separate tickets for a single journey (i.e. where there is a break in the route) rather than purchasing one through ticket; and
 - 2.138.4. discounted fares for holders of any type of discounted rail cards.
- 2.139. The Supplier shall provide the facility to book via the online booking tool Eurostar tickets and other non-UK rail tickets (where the technology exists) e.g. France, Germany, Italy and Spain.

- 2.140. The Supplier shall provide the facility for the MoJ to set a default rail ticket fulfilment option and for the Booker to select an alternative ticket fulfilment before a booking has been confirmed, including as a minimum:
- 2.140.1. self-print, phone application and/or bar codes, where available;
 - 2.140.2. Ticket On Departure (TOD) from a nominated train station (either from a ticket office or a machine);
 - 2.140.3. first or second class post;
 - 2.140.4. recorded or special delivery (signed-for delivery);
 - 2.140.5. courier delivery;
 - 2.140.6. in-house ticket printing facilities (where applicable); and
 - 2.140.7. E-Ticket and Smartcard or equivalent where support and/or technology exists.
- 2.141. For rail bookings, the Supplier shall ensure that Bookers and/or Travellers receive a system-generated confirmation/e-ticket by email or phone app as agreed with the MoJ once a booking has been confirmed, including as a minimum:
- 2.141.1. unique booking reference code;
 - 2.141.2. unique reference code to enable tickets to be printed and or collected prior to departure;
 - 2.141.3. ticket type (i.e. Advance/Off-Peak) and cost;
 - 2.141.4. Booker and Traveller name;
 - 2.141.5. journey details, including, but not limited to, date, time of departure and arrival, departure station, arrival station, rail service provider and seat number (if a seat has been reserved) for all segments of the journey;
 - 2.141.6. terms and conditions associated with the ticket booked and any restrictions;
 - 2.141.7. information on how to make cancellations, exchanges and amendments;
 - 2.141.8. the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours if different; and
 - 2.141.9. the Supplier's email address for contact during Core Working Hours and out of Core Working Hours if different.
- 2.142. The Supplier shall provide the facility for the Booker to make rail seat reservations within the booking process whenever the seat reservations are available to be booked in advance.
- 2.143. Where Travellers have specific accessibility requirements the Supplier shall ensure that this is clearly communicated to the rail service provider and any adaptations, such as ramp provision at stations or escorted access are confirmed in writing to the Booker and the Traveller as part of the confirmation. If the adaptations delivered are not suitable, or not provided at

the time of travel, the Supplier shall offer alternate solutions. Such events shall be captured in the Complaints Procedure by the Supplier when they become aware and the Supplier shall take up with the rail service provider, updating the MoJ each quarter.

- 2.144. The Supplier shall ensure that the search results displayed on the Online Booking Solution or communicated via the Offline Booking Solution provide a comparison of the lowest fares available for each rail service provider in a format that allows the Booker to make best value for money decisions.
- 2.145. The Supplier shall provide the facility for the MoJ to make Transport for London and rail warrant bookings. In addition, the Supplier shall provide a facility to book a rail ticket that includes underground travel.
- 2.146. The Supplier shall provide the facility for the MoJ to make cross border rail services (e.g. Eurostar) bookings detailing all available fares and class of travel through the online booking solution where the technology exists.
- 2.147. The Supplier shall provide a facility for the provision of Oyster cards and/or rail smartcards and the facility to 'top up' Oyster cards by registering the card on the Supplier's website or through a link to the TfL Website to allow the 'top up' to be billed back to the MoJ. If requested by the MoJ, the Supplier shall allow smartcards UK rail fulfilment through the Online Booking Solution and Offline Booking Solution.
- 2.148. At the time of booking, the Supplier shall provide details of any fees for delivery / collection of tickets. This information shall be clearly visible to allow the Booker to choose the cheapest option.
- 2.149. Where the MoJ does not tailor its rail ticketing option the Online Booking Solution shall default to the lowest cost ticketing option, including free of charge options at the time of booking.
- 2.150. The Supplier shall provide a split ticketing functionality when booking rail tickets online to book cheaper fares on the frequently travelled routes dictated by the MoJ. The split ticketing option shall be the default booking option where a saving can be made over standard or advanced tickets. The split ticketing routes will be agreed during implementation and updated if necessary following regular business reviews.

Accommodation

- 2.151. The Supplier shall ensure that the Online Booking Solution and Offline Booking Solution(s) for accommodation bookings shall clearly display and communicate (if offline) full and complete details of the services listed below:
 - 2.151.1. accommodation room descriptions / specifications / amenities (e.g. safe, hairdryer, bath, shower);
 - 2.151.2. rate inclusions / exclusions (e.g. breakfast, evening meal, local tax, Wi-Fi);
 - 2.151.3. accommodation facilities (e.g. gym, parking, restaurant);
 - 2.151.4. accommodation location (e.g. distance from local transport / nearest station);

- 2.151.5. disability access and any access restrictions;
 - 2.151.6. accommodation cancellation policy terms and conditions of the booking; and
 - 2.151.7. electric vehicle charging points and other environmentally sustainable options provided by the venue.
- 2.152. The Supplier shall ensure that accommodation providers make the booked accommodation available to Travellers and/or delegates who may be arriving late in the evening or at night, and shall not reallocate the booked accommodation to any other customer. The Supplier shall ensure that confirmations in writing clearly make this point to the accommodation provider. If Travellers and/or delegates are 'booked out' and made to stay at other accommodation providers, this event is to be captured in the Complaints process by the Supplier when they become aware. The Supplier shall ensure alternative accommodation is arranged immediately by the accommodation provider and that no additional cost is passed onto the Booker or MoJ.
- 2.153. The Supplier shall provide the Booker(s)/Traveller(s) with the ability to detail where applicable special requirements (e.g. allergies/dietary needs) on the booking tool to enable ease of travel.
- 2.154. The Supplier must have the facility to exclude certain accommodation providers, as defined by the MoJ, to ensure they are not visible to the online Booker, nor made available to book by the booking agent if offline. This shall be requested on an ad-hoc basis and must be dealt with immediately at no extra cost.
- 2.155. Within the Offline Booking Solution, the MoJ may need to make a request for information about the hotel e.g. if there are height restrictions in hotel car parks, quiet areas in car parks for dogs to sleep in vans and 24 hour check-in. The Supplier will promptly confirm all such information.
- 2.156. For accommodation bookings, the Supplier shall ensure that Bookers and/or Travellers receive an instantaneous confirmation by email, fax or phone app as agreed with the MoJ, once a booking has been confirmed, including as a minimum:
- 2.156.1. unique booking reference code;
 - 2.156.2. Booker email address;
 - 2.156.3. Traveller name;
 - 2.156.4. accommodation name and address including postcode;
 - 2.156.5. map view;
 - 2.156.6. date and duration of stay;
 - 2.156.7. breakdown of costs (e.g. room rate, taxes);
 - 2.156.8. amenities included / not included in the room rate (e.g. Wi-Fi, breakfast);

- 2.156.9. payment method, for example payment on departure, bill back and or payment card;
 - 2.156.10. cancellation and amendments terms and conditions including the latest cancellation date and time to avoid all charges;
 - 2.156.11. information on how to make cancellations and amendments; and
 - 2.156.12. the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours telephone number (if different).
- 2.157. For non-Global Distribution System (GDS) accommodation bookings the Supplier shall provide a process to reduce the number of instances of Travellers arriving at the accommodation and being informed that the bill back is not adequately set up. This may include but not limited to providing a faxed or emailed confirmation to the Traveller to be presented to the accommodation provider on arrival.
- 2.158. The Supplier shall ensure that there is an offline facility to service the MoJ requirements for group bookings.
- 2.159. The Supplier shall have specialist points of contact for group bookings. If there is a need to transfer a call between non-group and group specialists, this must take place without the Booker being asked to re-dial.
- 2.160. The Supplier shall provide a facility as part of the Offline Booking Solution to contact Third Party Providers to fulfil specific requirements for example, staff travelling with working dogs.
- 2.161. The Supplier shall provide a facility to service the MoJ's requirements for "long stay" bookings and accommodation for 'exclusive use'. A "long stay booking" is a booking for Travellers and/or delegates staying more than nine (9) consecutive nights in the same accommodation.

Ferry (including Eurotunnel)

- 2.162. The Supplier shall provide the facility for the MoJ to book all ferry ticket types for domestic and international scheduled services online and offline.
- 2.163. The Supplier shall provide an Online Booking Solution and Offline Booking Solution service to book passenger vehicles on the Eurotunnel Le Shuttle.

Vehicle Hire & Taxi

- 2.164. The Supplier shall provide a service for the MoJ to make vehicle hire bookings using either the Online Booking Solution and/or Offline Booking Solution.
- 2.165. Where requested by the MoJ, the Supplier shall place any vehicle hire booking requirements under the Call-Off Contract with the MoJ's nominated vehicle hire services framework provider (as notified to the Supplier), and shall liaise with any such provider to provide an efficient, value for money service to the MoJ.

- 2.166. The Supplier shall provide a service where possible for the MoJ to make minicab car / taxi bookings for a single Traveller or multiple Travellers and/or delegates using either the Online Booking Solution and/or Offline Booking Solution. The Supplier shall notify the Booker where there are taxi-sharing opportunities at the time of booking to assist with best value for money decisions. The process will be in accordance with the MoJ's requirements and agreed with the MoJ during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan and Testing).

3. BOOKING SOLUTIONS UK & OVERSEAS POINTS OF SALE - HIGH TOUCH

- 3.1. The customer demographic for this Lot is to address the following requirements:
- 3.1.1. MoJ(s) with premium requirements above standard service requirements, online adoption under 90%. Considerable international volume.
- 3.1.2. The booking solutions to be delivered within this Lot are:
- accommodation;
 - air travel;
 - ferry travel;
 - Eurotunnel,
 - ground transportation (including but not limited to car hire, coach with driver, taxis);
 - rail booking (UK, Europe & International); and
 - supporting ancillary services (including but not limited to duty of care, risk alerts, mobile trip booking, Traveller tracking platform and parking).
- 3.1.3. **Optional Services:** the optional Services comprise:
- air/boat/helicopter chartering;
 - crisis management services (including repatriation, emergency accommodation and MEDEVAC services);
 - security and risk management services; and
 - Implants.

Booking Solutions Optional Services

- 3.2. If requested by the MoJ, the Supplier shall provide the following services. Requirements to be set out or referred to in the Order Form:
- 3.2.1. air/ boat/helicopter chartering;
- 3.2.2. crisis management services (including repatriation, emergency accommodation and MEDEVAC);
- 3.2.3. Implants; and

- 3.2.4. security and risk management services.
- 3.3. During the lifetime of the Framework Contract it may be necessary for the Supplier to source and subcontract the provision of crisis management services and security and risk management services that include (but are not limited to):
 - 3.3.1. country risk assessments;
 - 3.3.2. cyber-security risk management and awareness training for Travellers;
 - 3.3.3. mobile GPS tracking;
 - 3.3.4. 2-way mobile safety messaging with travellers;
 - 3.3.5. bespoke hotel / airline risk assessments;
 - 3.3.6. 24-hour crisis response centre support;
 - 3.3.7. MEDEVAC services;
 - 3.3.8. close protection services;
 - 3.3.9. ground security / asset protection; and
 - 3.3.10. meetings & events / venue safety & security measures etc.
- 3.4. Where required under the Call-Off Contract, the Supplier is permitted to subcontract these services to a third party, passing the agreed price for such services with such third party back to the relevant department at the MoJ on a "pass through" basis without any profit mark-up, cost, administration charge or expense, provided that the price has been agreed between all parties in writing upfront.
- 3.5. Where pricing details for crisis management services and/or security and risk management Services are either:
 - 3.5.1. not agreed and set out in the Call-Off Contract; or
 - 3.5.2. are deemed by the MoJ to not represent value for money,then the MoJ is not obliged to call off any crisis management services and/or security and risk management Services from the Supplier and may procure those services via another provider/procurement route if required.

Booking Solutions that include Overseas Points of Sale

- 3.6. Where specified in the Order Form, the MoJ may specify the Lot 2 service requirements set out in this paragraph 6 (Booking Solutions UK & overseas points of sale - high touch) will apply to points of sale located in certain countries other than the United Kingdom and those countries will be specified by the MoJ in the Order Form. Unless specified in the relevant Order Form the Lot 2 service requirements set out in this paragraph 6 (Booking Solutions UK & overseas points of sale - high touch) shall only apply to points of sale in the United Kingdom.
- 3.7. The Parties acknowledge and agree that certain amendments to the Call-Off Contract may be required in order to give effect to any requirement of the

MoJ for the supply of the Deliverables in accordance with the Call-Off Contract in certain countries outside of the United Kingdom ("**Local Amendments**");

- 3.8. The Parties agree that any Local Amendments:
- 3.8.1. shall be recorded (on a country-by-country basis) substantially in the form set out at Annex 2 (Local Amendments) to this Schedule;
 - 3.8.2. shall be strictly limited to changes which are strictly necessary to comply with the local laws of the relevant country that apply in respect of the supply and/or receipt of the Deliverables; and
 - 3.8.3. subject always to Paragraph 6.8.2 immediately above (and any consequential changes to the scope and/or cost of supplying the Deliverables), will not amend the commercial aspects of the Call-Off Contract.
- 3.9. The Supplier shall notify the MoJ of all countries in which they have wholly owned, joint-venture, partner, or affiliate partner locations. The Supplier will update the MoJ of any changes to their global footprint during the Call-Off Contract Period.
- 3.10. The Supplier will promptly notify the MoJ during the Implementation Period of any Local Amendments required to the Call-Off Contract in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and will complete Annex 2 (Local Amendments) to this Schedule with the requested Local Amendments and provide it to the MoJ for its review and approval. The Parties will act reasonably and in good faith in relation to the agreement of the Local Amendments.
- 3.11. The Parties will each be responsible for their own costs and expenses arising out of or in connection with agreeing any required Local Amendments.
- 3.12. The Local Amendments shall not be effective unless and until Annex 2 - Local Amendments to this Schedule is agreed by the duly authorised representatives of the Parties.
- 3.13. If there is any conflict or inconsistency between the Call-Off Contract and the Local Amendments, the Local Amendments shall prevail to the extent they are consistent with Paragraphs 6.7 and 6.8 above.
- 3.14. The Online Booking Solution shall have the capability to distinguish the CCS Public Sector Negotiated Programme fares/rates from any other public or private fare/rates displayed and ensure all CCS Public Sector Negotiated Programme fares/rates are loaded correctly. The Supplier shall perform up to four fare/rate audits per year, one before Go Live if requested, to ensure the CCS Public Sector Negotiated Programme fares/rates are correctly loaded in all Online Booking Solutions and offline equivalent systems. The Supplier shall ensure that Foreign and Commonwealth Office marker hotels (approved on security grounds) are identified as such on the system.
- 3.15. The Supplier shall provide a real-time Offline Booking Solution to Bookers and Travellers that will deal in real-time with all enquiries from Bookers and Travellers including, but not limited to, making new international and

domestic bookings, technical issues with the Online Booking Solution, amendments/cancellations to bookings, refunds and exchanges to tickets. The real- time Offline Booking Solution shall be available during Core Working Hours in each country of operation. Calls to the Offline Booking Solution shall cost no more than an in country standard call charge. Outside Core Working Hours, the Supplier shall provide a telephone helpline service that shall be accessible from landlines and mobile telephones and overseas. Through the out of Core Working Hours Service the Supplier will need to provide the following support:

- 3.15.1. making emergency offline bookings;
 - 3.15.2. facilitating cancellations and changes to bookings;
 - 3.15.3. assisting to repatriate Travellers in the event of a security incident or natural disaster; and
 - 3.15.4. rebooking Travellers whose travel has been cancelled by the travel supplier etc.
- 3.16. The Supplier shall provide an Executive Service(s) to approved Bookers and Travellers nominated by the MoJ. Following the award of the Call-Off Contract the MoJ shall, in consultation with the Supplier, define the criteria for access to and identification of Bookers and Travellers permitted to use this Service.
- 3.17. The Online Booking Solution shall assist with travel planning and highlight times of the year when there may be a greater demand for the Services. Information shall be updated on a Monthly basis.
- 3.18. The Supplier, when requested shall:
- 3.18.1. research appropriate flight solutions on the agreed travel dates to and from the specified destination(s) within a timeframe to be provided by the MoJ;
 - 3.18.2. identify the cost, keeping within budget;
 - 3.18.3. provisionally book the most suitable flight(s);
 - 3.18.4. contact the MoJ with the flight option details. The MoJ will agree the chosen option direct with the delegate and advise the Supplier;
 - 3.18.5. book the chosen flight(s) using delegate(s) passport details as required;
 - 3.18.6. send booking confirmations, including flight details to the MoJ; and
 - 3.18.7. pay for flights booked and invoice the MoJ the relevant costs for each named delegate.
- 3.19. The Supplier shall provide a facility to capture any business bookings that are deemed to be taxable under the MoJ's own policy / guidance. Additional information requiring capture may also include:
- 3.19.1. Travellers on a posting term of less than 24 Months, for example detached duty tax relief;
 - 3.19.2. the type of posting term the Traveller is on;

- 3.19.3. confirmation that the booking is in relation to the posting term; and
 - 3.19.4. Reason for Travel Codes (RFT).
- 3.20. The Supplier shall provide a separate report on bookings that are deemed to be taxable for both online and offline bookings.
- 3.21. The MoJ may where it requests, require a value for money air service (including private jets) to move personnel and or goods/cargo when commercial options are not available, or are unsuitable to the requirements, for example air transportation for UK hosted international conferences and emergency situations. The Supplier shall provide in respect of this service whole and part, fixed and rotary wing aircraft for point to point charter worldwide. In addition, the provision of fixed or rotary wing aircraft on an aircraft, crew, maintenance and insurance (ACMI) basis and the holding of a bank of flying hours on behalf of the MoJ is also required. The Supplier shall take overall responsibility for ensuring that all Subcontractors engaged for the provision of air chartering services under this Contract are compliant with the current and future legislation pertaining to all of the required air charter services. The Supplier shall provide the MoJ with CO2 emissions reporting for air charter journeys in such format and at such frequencies as required by the MoJ.
- 3.22. The MoJ may, where it requests, require a value for money boat charter to move personnel and or goods/cargo when commercial options are not available. The Supplier shall take overall responsibility for ensuring that all Subcontractors engaged for the provision of boat chartering services under this Contract are compliant with the current and future legislation pertaining to all of the required boat charter services. The Supplier shall provide the MoJ with CO2 emissions reporting for boat charter journeys in such format and at such frequencies as required by the MoJ.
- 3.23. The online booking process for requesting group accommodation or venue booking shall enable the Booker to submit an online booking request form detailing the particulars of the request. On receipt of a completed booking request form, the Supplier shall send the Booker an instantaneous email acknowledging receipt of the booking request form.
- 3.24. The Supplier shall provide the MoJ with an Online Booking System for venue find where venues make Inventory available online (including providing a mechanism for the MoJ to make amendments to and or cancel a booking).
- 3.25. Upon the MoJ's request, the Supplier will provide:
 - 3.25.1. the option to have a "ticketing only" facility, where they research and hold their own flights, handing off to the Supplier for fulfilment;
 - 3.25.2. access to cost trend data mapping for their project planning. For example, the MoJ picks a time period and can then see how flight and accommodation costs are affected by local events;
 - 3.25.3. on-line travel requirements capture forms for complex offline bookings. Project managers need the facility to upload groups, project codes and other special requirements for mapping in the booking system;

Executive Services

- 3.26. The Supplier shall provide a dedicated offline team for Ministerial and Executive Services.
- 3.27. Supplier Staff handling these bookings shall have a minimum of SC level security clearance with costs to be borne by the Supplier.
- 3.28. The MoJ shall provide the Supplier with an updated report by the 15th of each Month for the duration of this Call-Off Contract, to confirm the names of all Bookers and Travellers who are permitted to use the Executive Service(s).
- 3.29. The Executive Service(s) shall include, but not be limited to, the following:
 - 3.29.1. provision of a team who shall deliver Executive Service(s) to the Bookers and Travellers. The Supplier team members shall have the appropriate skills and experience, as required by the MoJ;
 - 3.29.2. provision of personal consultation service to discuss complex itineraries, as required by both the booking personnel and the named Traveller;
 - 3.29.3. provision of a dedicated telephone number that allows the booking personnel to bypass the Offline Booking Solution(s) business as usual queue. The Supplier shall ensure that this dedicated telephone number, which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code is available during Core Working Hours. The calls to this number will cost no more than calls to numbers beginning with 01, 02 or 03;
 - 3.29.4. provision of an out of Core Working Hours support for the booking personnel and the named Traveller by ensuring their out of Core Working Hours team are advised of any Executive Service(s) trips taking place during a particular period of time;
 - 3.29.5. provision of dedicated email access for the named booking personnel;
 - 3.29.6. ensuring frequent profile accuracy checks with named booking personnel and ensuring named Traveller entitlements are captured (for example, senior citizen railcards);
 - 3.29.7. the Supplier fulfilling last minute travel booking requirements, where there is availability, and sometimes within an hour prior to departure (subject to airline regulations);
 - 3.29.8. ensuring all accommodation, air, rail and Eurostar reservations are checked for accuracy and are inclusive of appropriate discount card details (excluding those that are for the collection of points for personal use) for the named Traveller; and
 - 3.29.9. the Supplier making personal checks with accommodation venue providers to ensure that bookings have been made and that all special requests for the named Traveller have been processed.

Contract Management

- 3.30. The Supplier will put in place a contract management structure across each region and in relation to each country where the Services are delivered. As a minimum, such structure will include:
- 3.30.1. a local point of contact per country for the MoJ's personnel in-country;
 - 3.30.2. a regional point of contact per region for the MoJ's personnel to escalate any in-country issues; and
 - 3.30.3. an overarching point of contact for the escalation of issues that cannot be resolved in-country or at a regional level.
- 3.31. The Supplier's Contract Manager shall have the accountability for the provision of the Services in each country where the Services are delivered and shall act as the overarching point of contact set out above.
- 3.32. The Supplier will provide up to date contact details (including email addresses and telephone numbers) for each point of contact to the MoJ and will promptly notify the MoJ of any changes to the nominated points of contact (or their contact details).
- 3.33. The Supplier will ensure that each point of contact is available during Core Working Hours or, if they are not available, they provide details for an alternative point of contact.
- 3.34. The Supplier's Contract Manager will provide the MoJ Authorised Representative and/or the MoJ's project manager, on request, with all the information requested in relation to the management of the Call-Off Contract and any issues, disputes and/or Complaints arising (including at country, regional and an overarching contract level).

Crisis Management Services

- 3.35. The Supplier acknowledges that in the event that the MoJ wishes to access the Services as a contingency arrangement for individuals who have not booked their travel through this Contract (e.g. the repatriation of British Nationals in an emergency), the Supplier will work with the MoJ to facilitate access to the booking solutions under the Call-Off Contract. This service can be priced outside of the Charges where the Supplier can evidence it is not economically viable to use the Charges and approval has been provided to the Supplier by CCS in writing.
- 3.36. The Supplier shall provide the MoJ (where it requests) access to crisis management services (including repatriation, emergency accommodation and MEDEVAC). This will also be applicable to individuals who have not booked their travel through the Call-Off Contract (e.g. the repatriation of British Nationals in an emergency).
- 3.37. The chartering of boats and flights as part of the MoJ's response to a crisis situation are to cover a number of eventualities. For example this could be a global requirement to return British Nationals back to the UK, at short notice, from anywhere in the world. For flights it will ideally be direct, but on occasion

- will be via a connection hub. Charter flights would be required when there are either no or limited commercial flights.
- 3.38. The Supplier will be responsible for working with airlines to source flights in accordance with the MoJ's detailed requirements.
- 3.39. The Supplier will have global coverage and require extensive knowledge of the air industry. This knowledge and relationships with representatives of the air industry around the world will be critical in allowing the Supplier to work with a number of stakeholders in the industry including ad hoc markets to liaise with local carriers when required.
- 3.40. Additional services can also be included at anytime, to be delivered when part of a travel project or programme or work, for example but not limited to, managed quarantine service (Red, Amber & Green Packages), Repatriations, Asylum Seekers Programme etc, where there is a requirement for a department and/or member of the public to book and pay for a test kit(s), to administer and/or complete loan/undertaking to repay processes to enable a booking to be made if/when authorised in writing by the Government Department responsible for the project/programme of work.
- 3.41. CCS in partnership with the MoJ can add additional travel and venue services required by framework customers and their travellers at any time to support the response to any crisis situation or event e.g. global pandemics.

4. ANNEX 1: SUPPLEMENTARY DEFINITIONS

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| “Application Programming Interface (API)” | a collection of prewritten packages, classes, and interfaces with their respective methods, fields and constructors; |
| “Authorising Officers” | the MoJ's authorised representatives who are permitted to approve out of policy bookings, as confirmed by the MoJ to the Supplier in writing from time to time; |
| “Booker” | has the meaning set out in Joint Schedule 1 (Definitions); |
| “CCS Preferred Venue Terms and Conditions” | the document detailing the preferred terms and conditions of CCS for when booking a meeting venue. It contains things like cancellation and payment terms; |
| “CCS Public Sector Negotiated Programme” or “Public Sector Programme” | the current range of Commissionable Inventory and Non-Commissionable Inventory negotiated by CCS and made available to central government, wider public sector and third sector through current and future commercial arrangements with suppliers of travel services and/or venue find services that have entered into an agreement with CCS; |
| “Commissionable Inventory” | the Inventory which earns Commissions; |

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| “Commissionable” | capable of earning Commissions; |
| “Commissions” | all monies, gifts, rewards, other income or benefits earned from Third Party Providers on Public Sector and third sector spend through RM6217 that is given or made available to the Supplier; this includes, but is not limited to, monies paid per-booking, gifts, rewards, overrides, growth incentives, financial and non-financial sales & marketing incentives/funds, GDS payments, merchant rebates, other rebates and any other type of revenue or benefit; |
| “Complaint” | any written complaint in relation to the Supplier’s performance of the Services, which shall be handled in accordance with the Complaints Procedure; |
| “Complaints Procedure” | the procedure for processing Complaints as set out in this Schedule and the Call-Off Contract; |
| “Core Working Hours” | the standard core working hours in each country are between 08.00 and 18:00 (local time); |
| “Data Set” | a collection of information on the MoJ’s travel requirements that is composed of separate elements; |
| “Environmental Management System” or (“EMS”) | the management of an organisation’s environmental programs in a comprehensive, systematic, planned and documented manner. It includes the organisational structure, planning and resources for developing, implementing and maintaining policy for environmental protection; |

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| “Executive Services” | means the Services set out in paragraphs 6.26 to 6.29 (inclusive) of this Schedule; |
| “Global Distribution System (GDS)” | a network operated by a company that enables automated transactions between travel service providers (mainly airlines, hotels and car rental companies) and travel agencies in order to provide travel-related service e.g. booking airline tickets and hotel accommodation. Airlines, hotel chains, etc. use these systems to distribute their products: seat/room availability and prices, etc.; |
| “Go Live” | the date from which the Supplier shall ensure that all discounted Commissionable Inventory and Non- |

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| | Commissionable Inventory rates are available to book by the MoJ and which date shall be specified in either: (a) (where applicable) the Implementation Plan; or (b) the Order Form; |
| “Group Booking” | a booking made for nine (9) or more Travellers and/or delegates; |
| “Implant” | an employee of the Supplier based at the MoJ Premises; |
| “Implementation Period” | (where applicable) has the meaning given in Call-Off Schedule 13 (Implementation Plan and Testing); |
| “Inventory” | the complete list of fares and/or rates on the open market (regardless of whether Commissionable or not), including all CCS Public Sector Negotiated Programme rates and fares; |
| “LCC” | low cost carrier e.g. Easyjet, Ryanair; |
| “Level 3 Data” | level 3 processing requires the capture of specific line item data in credit card transactions. These additional data fields include merchant name and address, invoice number and tax amount, plus line item details such as item description, quantity and unit of measure, freight amount, and commodity and product codes; |
| “Multi Modal Booking” | a booking for a journey combining two or more modes of travel e.g. air + rail or rail + ferry; |
| “Multi-City Flight” | an itinerary that doesn’t follow a typical there-and-back pattern, but instead goes from Point A to Point B and on to Point C (and possibly Point D, etc.). A multi-city itinerary can be used to create a layover, visit several cities in one trip, or fly back to a different airport than where you started. The flights do not need to be with the same airline; |
| “New Distribution Capability” (“NDC”) | the travel industry-supported program (NDC Program) launched by IATA for the development and market adoption of a new, XML-based data transmission standard (NDC Standard). The NDC Standard enhances the capability of communications between airlines and travel agents; |

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| “Non-Commissionable Inventory” | the Inventory which does not earn Commissions; |
| “Non-Commissionable” | not capable of earning Commissions; |
| “Offline Booking Solution” | has the meaning set out in Joint Schedule 1 (Definitions); |
| “Online Booking Solution” | has the meaning set out in Joint Schedule 1 (Definitions); |
| “Online Booking System” | the Supplier’s information and communications technology system (including any hardware, software, programs and databases, whether belonging to the Supplier or a third party, that are required to enable Bookers and Travellers to make bookings in accordance with this Contract) used for the provision of the Online Booking Solution; |
| “Price Match” | <p>a mechanism where the Supplier shall be given the opportunity to match the cheaper fare/rate via secure channels using secure/approved payment means in UK Sterling only, within realistic timelines. If the Supplier cannot match the price, then the Supplier shall refund the difference in fare or rate to the MoJ. For the purposes of Price Match:</p> <ul style="list-style-type: none"> a) the airfare or rail ticket needs to be ‘like for like’ (exact origin, destination and routing) in the same class, at the exact same times and dates of travel and with the same ticketing restrictions and penalties, and include any ancillary fees and taxes; and b) the accommodation, booking terms and conditions must be the same; including, but not limited to, cancellation policy, payment terms, room type, meal plan, VAT or local taxes, credit card fees; |
| “Protected Characteristics” | age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation; |
| “Quality Management System” (QMS) | a collection of business processes focused on achieving quality policy and quality objectives to meet the MoJ’s requirements. It is expressed as the organisational |

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| | structure, policies, procedures, processes and resources needed to implement quality management; |
| “Reason for Travel Codes” (RFT) | a code to capture Travellers’ business reasons for travel or nature of the business benefit derived or expected to be derived as a result of travel; |
| “Reasons” | a cause, explanation, or justification for selecting a specific journey and/or accommodation; |
| “Security Requirements” | means the security requirements set out or referred to in: <ul style="list-style-type: none"> a) this Schedule (as applicable to the relevant Lot in question); b) Framework Schedule 9 (Cyber Essentials Scheme); c) Call-Off Schedule 9A (Security) or Call-Off Schedule 9B (MOD Security) (as applicable); and d) any Security Management Plan; |
| “Shared Facilities Register” | a list of meeting spaces across the Government estate which can be used without charge. The register is owned and managed by the Government Property Unit (GPU) within the Cabinet Office and provides the host departments’ contact details of the local administrator that will book the rooms subject to availability; |
| “Super User” | has the meaning set out in Joint Schedule 1 (Definitions); |
| “Third Party Provider” | the end provider of the travel and/or venue services that has a direct contract with the MoJ (for example: a Train Operating Company (TOC), a hotel, an airline); |
| “Ticket on Departure” “(TOD)” | collection of tickets at the train station; |
| “TOC” | is an acronym for Train Operating Company; a business operating passenger train services; |
| “Travel/Expenses/ Meeting Policy” | the MoJ’s policy, which clarifies its position on business travel, expenses and meetings and defines the procedures to be followed by employees, agents or representatives of the MoJ for authorised business travel and tells them what they can and can't spend on travel, expenses and meetings; |
| “Traveller” | has the meaning set out in Joint Schedule 1 (Definitions); and |

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| “Unit Identification Number” or “UIN” | a common ‘data item’ to identify units, sub-units, organisations or groupings of organisations within the MoJ organisation. |
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Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.

- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

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

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

3.2 Goods clauses

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

- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the

Supplier if notice and reasons are provided.

- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
 - (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

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

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

6.4 During an Audit, the Supplier must:

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

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

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

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

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

- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

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

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

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan within 10 working days.
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the

Parties.

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

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

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

10.4 When CCS or the buyer can end a contract

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

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

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

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

Notice to the Supplier:

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

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

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

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

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

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

- (a) the Buyer must promptly pay all outstanding Charges incurred to the

Supplier; and

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

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

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

10.7 Partially ending and suspending the contract

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

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

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

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

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

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

10.8 When subcontracts can be ended

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

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

11. How much you can be held responsible for

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

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

11.3 No Party is liable to the other for:

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

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

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

- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

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

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

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

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

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

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business

to;

- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

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

15.6 Transparency Information is not Confidential Information.

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

16. When you can share information

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

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

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

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

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the

- Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

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

documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or

- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

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

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

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

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

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

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

28. Equality, diversity and human rights

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

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

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

29. Health and safety

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

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

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

30. Environment

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

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

31. Tax

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

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

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

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

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

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

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

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the

Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

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

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

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

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

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

34. Resolving disputes

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

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

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

- (a) determine the Dispute;

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

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

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

35. Which law applies

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

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017 (updated in 2019), HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply

chains or in any part of its business with its annual certification of compliance with Paragraph 3;

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

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

5. Working Hours

5.1 The Supplier shall:

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

- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

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

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

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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

6. Sustainability

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

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

