

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

Order Form

CALL-OFF REFERENCE:	C166485
THE BUYER:	Food Standards Agency
BUYER ADDRESS	Foss House, Kingspool, Peasholme Green, York, YO1 7PR
THE SUPPLIER:	Liberata UK Limited
SUPPLIER ADDRESS:	2 nd Floor Front, 60 Cheapside, London, EC2V 6AX
REGISTRATION NUMBER:	01238274
DUNS NUMBER:	22-712-8220
SID4GOV ID:	Not known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 06/07/2023
It's issued under the Framework Contract with the reference number RM6181 for the
provision of Business Services.

CALL-OFF LOT(S):
Lot 2

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6181
3. Paragraph 9 and Annex 2 of Framework Schedule 3 (Framework Prices).
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6181
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6181
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS PSC Outsourcing Core Terms (Version 1)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6181
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

- Should any of the Liberata Assumptions included in the Tender response, and incorporated into Call-Off Schedule 4 (Call-Off Tender), be found to be incorrect over the course of onboarding the service and lead to a financial impact on

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

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delivery of the service, then both parties will review and agree a variation to contract.

CALL-OFF START DATE: 1st September 2023

CALL-OFF EXPIRY DATE: 31st August 2026

CALL-OFF INITIAL PERIOD: 3 years

OPTIONAL EXTENSIONS: 2 X 1 Year extension options

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 12.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£124,160.88**

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Bacs, Monthly in arrears.

BUYER'S INVOICE ADDRESS:

[REDACTED]

All Invoices must contain a valid PO number and reference C166485.

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles do not apply to this Call-Off Contract.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract, although the supplier recognises that the Buyer is subject to PPN 01/17 and will assist the Buyer with its compliance with its obligations under that PPN.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Financial Assurance Manager

Framework Ref: RM6181

Project Version: v2.0

Model Version: v3.7

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY
FSA Environmental Sustainability Strategy.docx

BUYER'S SECURITY POLICY
High Level Information Security Policy.docx

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY
On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY
Bi-Monthly

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)
None

COMMERCIALLY SENSITIVE INFORMATION
Supplier's Commercially Sensitive Information

SERVICE CREDITS

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

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Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 5% of Monthly cost.

The Service Period is: one Month.

ADDITIONAL INSURANCES

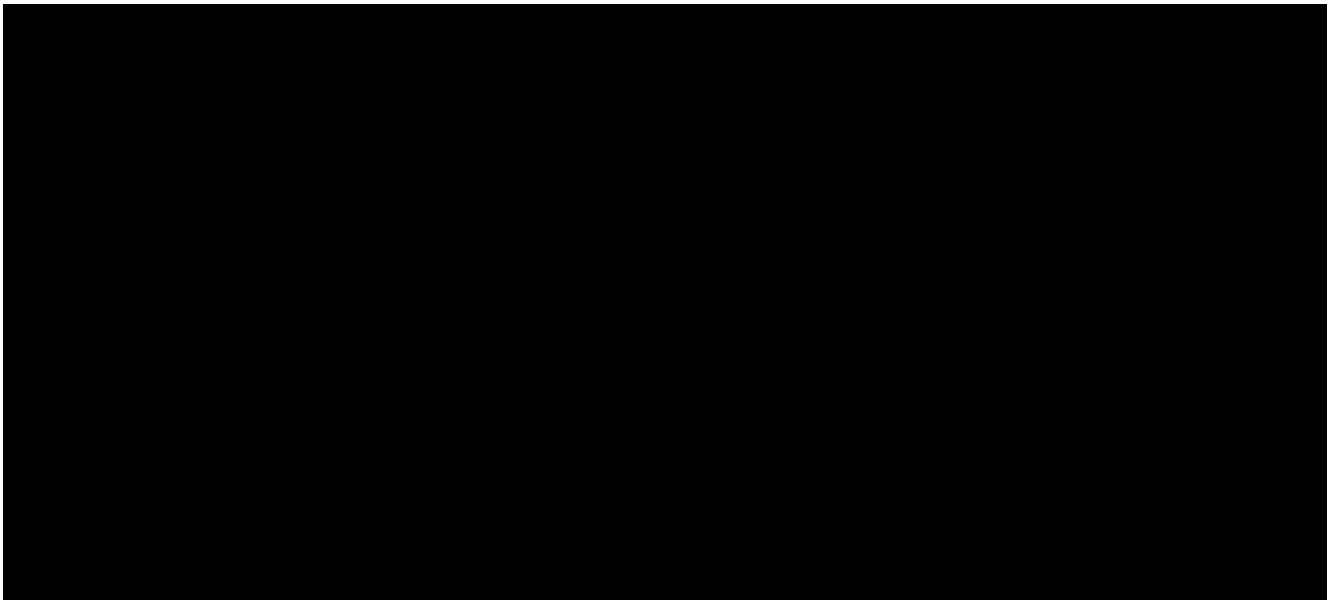
Not applicable

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 4 (Call-Off Tender)]



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 in entering into a Contract the Relevant Authority is acting as part of the Crown; and

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.

1.3.16

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

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"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;

Joint Schedule 1 (Definitions)

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"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;
"Agent(s)"	means the individual (s) delivering the service
"AI"	Artificial Intelligence;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Framework Schedule 3;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Assistive Technologies"	describes products or systems that support and assist individuals with disabilities, restricted mobility or other impairments to perform functions that might otherwise be difficult or impossible;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;

	<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: <ul style="list-style-type: none"> i) Management Information delivered or required by the Framework Contract; or ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;
"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;
"Back Office Processing"	administrative functions carried out either manually or automated not requiring front line contact;
"Back-pay"	is the amount of salary and other benefits that an employee claims that they are owed after a wrongful termination;
"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;
"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);
"Buyer Third Parties"	any third party supplier providing deliverables to the Buyer
"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 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 at 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;
"Central Government Body"	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: 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 within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Collaborative Working Principles"	the principles set out in Clause 3.1.3;
"Commercial Off-the-shelf (COTS)"	products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions;
"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;
"Continuous Improvement"	is an ongoing effort to improve products, services, or processes;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Management"	is the process that ensures suppliers adhere to their agreed contractual obligations along with negotiating any future changes that need to take place;
"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;
"COSO P"	Cabinet Office Statement of Practice;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits;

	<ul style="list-style-type: none"> vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> i) Overhead; j) financing or similar costs; k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; l) taxation; m) fines and penalties; n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Credit Rating Threshold"	has the meaning given to it in the Framework Award Form or Order Form, as the context requires;
"CRM"	Customer Relationship Management;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Analytics Capability"	the application of advanced analysis to discover deep insights, make predictions and generate recommendations;
"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"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Services"	third-party services that help to manage data for clients;
"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;
"DBS"	Disclosure and Barring Service;
"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 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 the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "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"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>p) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>q) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>r) has been or shall be generated for the purpose of providing the Deliverables;</p>
"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 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

Joint Schedule 1 (Definitions)

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	other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or t) 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;
"ERP"	Enterprise Resource Planning;
"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 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: eligible to use the Framework Contract; and is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: a) the Regulations; b) the Concession Contracts Regulations 2016 (SI 2016/273); c) the Utilities Contracts Regulations 2016 (SI 2016/274); d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);

	<p>e) the Remedies Directive (2007/66/EC);</p> <p>f) Directive 2014/23/EU of the European Parliament and Council;</p> <p>g) Directive 2014/24/EU of the European Parliament and Council;</p> <p>h) Directive 2014/25/EU of the European Parliament and Council;</p> <p>or</p> <p>Directive 2009/81/EC of the European Parliament and Council;</p>
"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);
"Existing Service"	a service that is already being provided either in-house or outsourced;
"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;
"Financial Distress Event"	<p>i) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency;</p> <p>j) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>k) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, any Guarantor or any Key Subcontractor;</p> <p>l) the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders;</p> <p>m) a Key Subcontractor notifies the Relevant Authority that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; or</p>

	<p>n) any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity, in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;</p>
“Financial Reports”	<p>a report by the Supplier to the Buyer that:</p> <p>o) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>p) provides a true and fair reflection of the costs and expenses to be incurred by Key subcontractors (as requested by the Buyer);</p> <p>q) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>r) is certified by the Supplier’s Chief Financial Officer or Director of Finance;</p>
“Financial Representative”	<p>a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;</p>
“Financial Transparency Objectives”	<p>s) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>t) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p> <p>u) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>v) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>w) the Parties challenging each other with ideas for efficiency and improvements; and</p>

	x) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"Flexible Working"	also known as flextime or flexitime, refers to non-traditional working arrangements that take into account an individual's personal needs
"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"	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: y) riots, civil commotion, war or armed conflict; z) acts of terrorism; aa) acts of government, local government or regulatory bodies; bb) 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);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	cc) the legislation in Part 5 of the Finance Act 2013 and; and dd) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"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;
"General Ledger"	the main accounting record of a company or organization
"Global Design Principles"	a set of common processes and procedures, which are used by core government departments and their arms' length bodies, (ALBs), to ensure consistency across government and facilitate greater sharing of expertise;
"Gold Contract"	A Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool.
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"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: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"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;
"Historic Volumes"	the level of activity that has previously been delivered
"HM Government"	Her Majesty's Government;
"HMRC"	Her Majesty's Revenue and Customs;
"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: <ul style="list-style-type: none"> ee) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; ff) details of the cost of implementing the proposed Variation; gg) 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; hh) a timetable for the implementation, together with any proposals for the testing of the Variation; and ii) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;

"Incumbent Supplier"	is the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services
"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> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that</p>

Joint Schedule 1 (Definitions)

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	<p>person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>jj) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>kk) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>ll) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"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 contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ISO"	International Organization for Standardization;
"ITIL Framework"	ITIL is a set of detailed practices for IT service management that focuses on aligning IT services with the needs of business;
"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 Personnel"	individuals (if any) identified as such in the Order Form;
"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> <p>mm) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>nn) 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</p> <p>oo) 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> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"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;
"LBAC"	Label-based access control (LBAC) greatly increases the control you have over who can access your data. LBAC lets you decide

Joint Schedule 1 (Definitions)

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	exactly who has write access and who has read access to individual rows and individual columns;
"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 Framework Schedule 1 (Specification), if applicable;
"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);
"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"> pp) contains any material errors or material omissions or a missing mandatory field; or qq) is submitted using an incorrect MI reporting Template; or rr) 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);
"NCSC"	National Cyber Security Centre
"New IPR"	ss) 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

	<p>tt) 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> <p>but shall not include the Supplier's Existing IPR;</p>
"New Service"	a service that prior to engagement does not exist in its required form;
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>uu) 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:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>vv) 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>
"Off-Shore"	Services delivered from outside the United Kingdom
"OLA"	an operational-level agreement (OLA) defines the interdependent relationships in support of a service-level agreement (SLA);
"On-Shore"	Services delivered from within the United Kingdom
"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> <p>ww) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>xx) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

	<p>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;</p> <p>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>yy) Overheads;</p> <p>zz) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>aaa) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>bbb) 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;</p> <p>ccc) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>ddd) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"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 template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"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";
"Overpayments"	payment in excess of what is due;
"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;

"Payment Processing"	The transactions in regards to taking/making payments both by an agent and the front end/back end systems required.
"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;
"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"	<p>eee) 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:</p> <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; <p>fff) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>ggg) committing any offence:</p>

	<p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>hhh) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"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 9 (Security), if applicable, in the case of a Call-Off Contract;
"Rating Agency"	as defined in the Framework Award Form or the Order Form, as the context requires;
"RBAC"	Role-based access control (RBAC) restricts network access based on a person's role within an organization
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	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> <p>iii) full details of the Default that has occurred, including a root cause analysis;</p> <p>jjj) the actual or anticipated effect of the Default; and</p> <p>kkk) 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);</p>
"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> <p>lll) 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</p> <p>mmm) 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;</p>
"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"	<p>nnn) 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);</p> <p>ooo) 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</p> <p>information derived from any of the above;</p>
"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;
"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

Joint Schedule 1 (Definitions)

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	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;
"RTI"	Real Time Information
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (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"	the sums payable in respect of the failure by the Contractor to meet one or more Service Levels;
"Service Delivery"	the act of delivering a service to customers;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Level Agreement"	An agreement between the supplier of a service and its customer, which quantifies the minimum Service Levels which meets business needs
"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;
"Shared Services Strategy"	a delivery model for the effective and efficient delivery of non-core services to the business. It employs a specialist team, geographically unconstrained, and focuses on the requirements of the customer
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: ppp) the Deliverables are (or are to be) provided; qqq) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or rrr) those premises at which any of the Supplier's equipment or any part of the Supplier's systems used in the performance of the Contract sss) is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"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), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standard Service Levels"	all Service Levels other than those designated as Key Performance Indicators
"Standards"	any: ttt) 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

	<p>experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>uuu) standards detailed in the specification in Schedule 1 (Specification);</p> <p>vvv) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>www) relevant Government codes of practice and guidance applicable from time to time;</p>
"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> <p>xxx) provides the Deliverables (or any part of them);</p> <p>yyy) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>zzz) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subject Access Request"	s a written request to a company or organisation asking for access to the personal information it holds on you;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"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"	aaaa) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;

	<p>bbbb) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>cccc) Information derived from any of (a) and (b) above;</p>
"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> <p>dddd) Achieve a Milestone by its Milestone Date;</p> <p>eeee) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>ffff) 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;
"Supply Chain Management"	is the handling of the entire production flow of a good or service to maximize quality, delivery, customer experience and cost-effectiveness;
"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"	a) all forms of taxation whether direct or indirect;

Joint Schedule 1 (Definitions)

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	<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>gggg) for the Testing of the Deliverables; and</p> <p>hhhh) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	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 "Tested" and "Testing" shall be construed accordingly;
"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"	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>(ii) Commercially Sensitive Information;</p>
"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);

Joint Schedule 1 (Definitions)

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"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
"United Kingdom"	the country that consists of England, Scotland, Wales, and Northern Ireland
"Value Added Services"	are features that can be added to a core product to enhance the user experience or a service that could function as a standalone product or feature
"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;
"WCAG Principles"	the Web Content Accessibility Guidelines (WCAG) are organized by four main principles, which state that content must be POUR: Perceivable, Operable, Understandable, and Robust. WCAG is the most-referenced set of standards in website accessibility lawsuits and is widely considered the best way to achieve accessibility;
"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 25 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under 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.

Joint Schedule 3 (Insurance Requirements)

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- 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 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 twenty million pounds (£20,000,000);
 - 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 twenty million pounds (£20,000,000); 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 17 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	1 Aug 2023	Call-Off Schedule 4 - Call-Off Tender pages 2-3, 19, 34, & 55: the names of our team and their experience.	Contract Duration
2	1 Aug 2023	Call-Off Schedule 4 - Call-Off Tender pages 5, 21, 36: the locations of our datacentres.	Contract Duration
3	1 Aug 2023	Call-Off Schedule 4 - Call-Off Tender pages 7, 23, 38: details of our Quality Management Framework.	Contract Duration
4	1 Aug 2023	Call-Off Schedule 4 - Call-Off Tender pages 41 & 69: details of our work with other clients.	Contract Duration
5	1 Aug 2023	Call-Off Schedule 4 - Call-Off Tender page 69: details of our Change Management methodology.	Contract Duration
6	1 Aug 2023	Call-Off Schedule 5 - Pricing Details: Organisation, Staff Costs, Schedule of Payments and Rate Card.	Contract Duration

Joint Schedule 10 (Rectification Plan)

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

Signed by the Supplier:		Date:	
Review of Rectification Plan [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;

Joint Schedule 11 (Processing Data)

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- (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 15.3 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 15 (*Data protection*), 16 (*What you must keep confidential*) and 17 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

- UK 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 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
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 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

Joint Schedule 11 (Processing Data)

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- (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 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
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.

Joint Schedule 11 (Processing Data)

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

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 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>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><i>Financial data, both individuals and suppliers, and personal data will be processed by the supplier to facilitate the delivery of the financial services associated with this contract.</i>
Duration of the Processing	1 st September 2023 – 31 st August 2026
Nature and purposes of the Processing	<p><i>Staff names, telephone numbers and Email addresses will be processed for the purposes of contract management.</i></p> <p><i>Names, addresses, email addresses, telephone numbers and bank details will be processed for the purpose of managing supplier setups, payments and invoices.</i></p> <p><i>Names, telephone numbers, debit / credit card details will be processed for the purpose of facilitating customer payments.</i></p>

Joint Schedule 11 (Processing Data)
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Type of Personal Data	<i>Name, address, telephone number, email address, Bank details, Debit/Credit Card details.</i>
Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public.</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Most data will be processed in the FSA's Workday environment. Any data stored and processed outside of this environment will be returned to the FSA or destroyed upon completion of the contract.</i>

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 A: List of Transparency Reports

None

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 2 (Staff Transfer)

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

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

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

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

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

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

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

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

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

1. Definitions

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

“Acquired Rights Directive” 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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"Employee Liability"

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

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

"Former Supplier"

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

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:</p> <ul style="list-style-type: none">(i) any amendments to that document immediately prior to the Relevant Transfer Date; and(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	<p>HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;</p>
"Partial Termination"	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 11.4 (When CCS or the Buyer can end this contract) or 11.5 (When the Supplier can end the contract);</p>
"Relevant Transfer"	<p>a transfer of employment to which the Employment Regulations applies;</p>
"Relevant Transfer Date"	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

**"Staffing
Information"**

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

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

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

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

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

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

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

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

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

- Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

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

2. Limits on the Former Supplier's obligations

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

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

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

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

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

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

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

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

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

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

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
 - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
 - 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

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

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

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

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

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

- 2.3.1 identifying the emergence of relevant new and evolving technologies;
- 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

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

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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

- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the 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 3 (Continuous Improvement)

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Call-Off Schedule 5 (Pricing Details)

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Call-Off Schedule 5 (Pricing Details)




Status: ORIGINAL

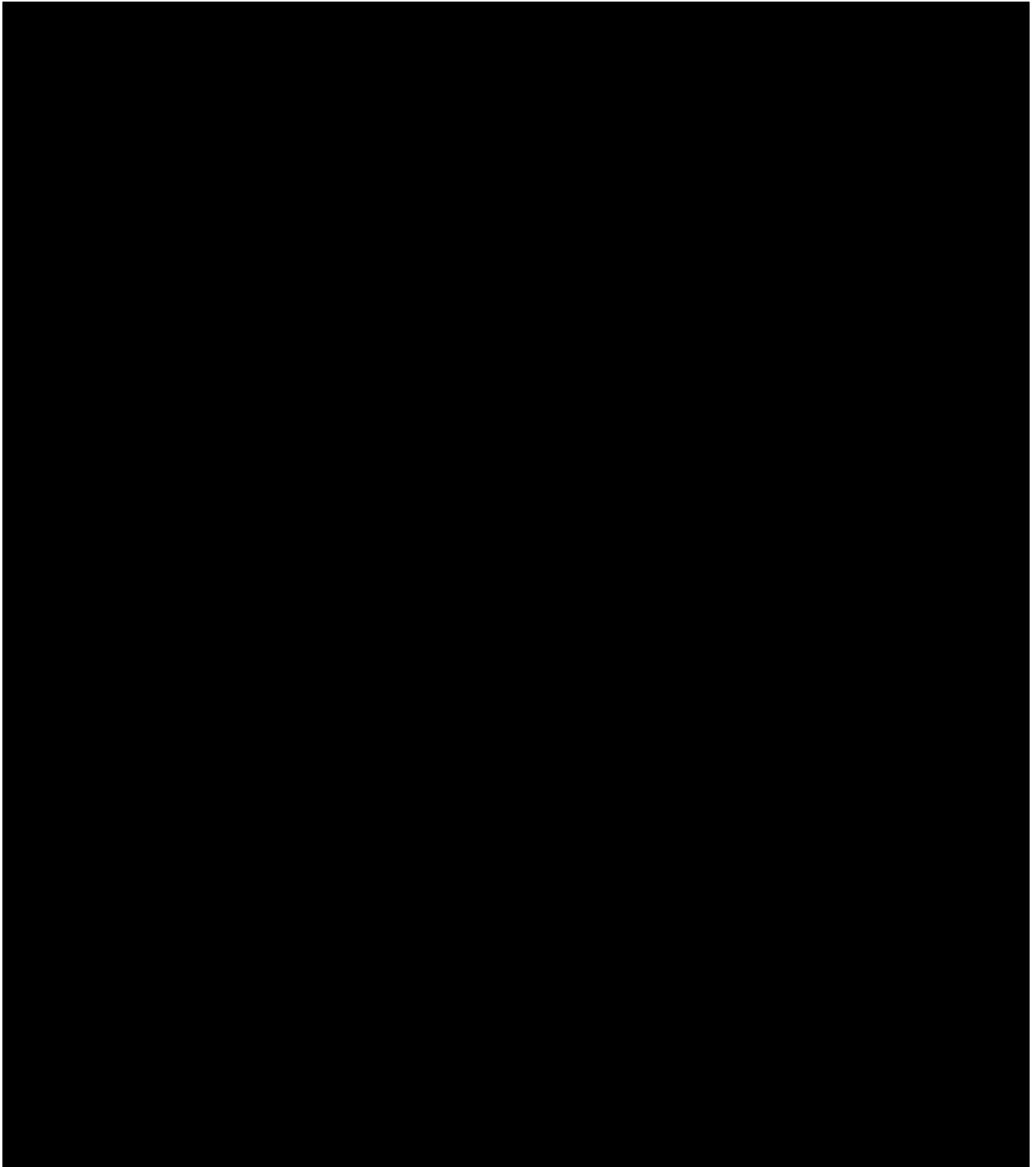


Total Contract Costs £ 372,482.71

COST OR VOLUME DISCOUNTS - INNOVATION

The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money. A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:

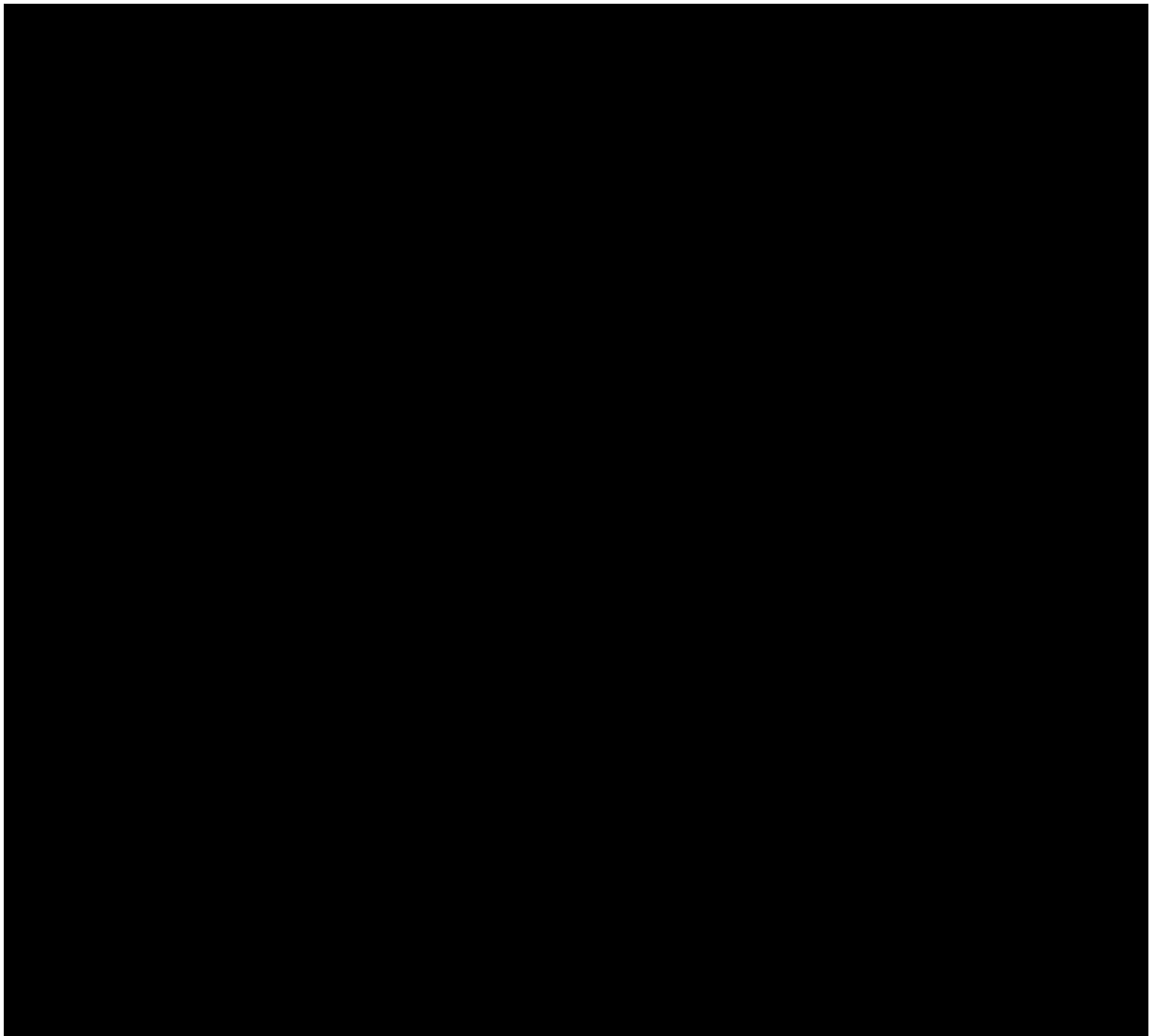
SIGNATURE		
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DATE		
Ref: RM3830	07th June 2023	Enter the effective date if this version of the template replaces an earlier version



Call-Off Schedule 5 (Pricing Details)

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Call-Off Schedule 7 (Key Supplier Staff)

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

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

This schedule only applies in respect to the services provided by the supplier for this contract and does not apply to or cover the Buyer systems (Workday) provided to facilitate this service.

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

Call-Off Ref:

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"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;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

Part A: BCDR Plan

1. BCDR Plan

- 1.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 Within (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements, excluding those that are managed within the Buyer's Systems, that the Supplier shall follow to:
 - 1.2.1 ensure continuity of the business processes and operations supported by the Services (excluding those where Buyer's systems are used to facilitate the Services) following any failure or disruption of any element of the Deliverables; and
 - 1.2.2 the recovery of the Deliverables (excluding deliverables relating to the Buyer's systems used to facilitate the Services) in the event of a Disaster.
- 1.3 Not used.
- 1.4 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.

2. General Principles of the BCDR Plan

- 2.1 The BCDR Plan shall:
 - 2.1.1 not used;
 - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables;
 - 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 2.1.4 not used;
 - 2.1.5 contain a communication strategy;
 - 2.1.6 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; and

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

Call-Off Ref:

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- (d) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 not used;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to “normal service”;
- 2.1.10 not used;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 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;
- 2.1.13 not used;
- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer’s request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
- 2.1.15 not used;
- 2.1.16 noting that it shall not be required to contain plans relating to the Buyer’s systems used to facilitate the Services.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
 - 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 not used;noting that it shall not be designed to cover the Buyer’s systems used to facilitate the Services.
- 2.3 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.
- 2.4 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.

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

Call-Off Ref:

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3. The BCDR Plan

- 3.1 The BCDR 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 to the extent that it is under the control of the Supplier, including:
 - 3.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables
 - 3.1.2 not used.
- 3.2 The BCDR Plan shall:
 - 3.2.1 not used;
 - 3.2.2 set out the steps to be taken to remedy failure of or disruption to the provision of the Deliverables to the extent that it is under the control of the Supplier;
 - 3.2.3 specify 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
 - 3.2.4 Not used.

4. Not used

5. Review and changing the BCDR Plan

- 5.1 The Supplier shall review the BCDR Plan:
 - 5.1.1 on a regular basis and as a minimum annually;
 - 5.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 5.1.3 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.
- 5.2 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

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

Call-Off Ref:

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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.

- 5.3 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.
- 5.4 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.
- 5.5 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.

6. Not used

7. Invoking the BCDR Plan

- 7.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
- 7.2 Not used.

8. Circumstances beyond your control

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

9. Not used

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

Call-Off Ref:

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Part B: Not used

Appendix 1: Not used

Appendix 2: Not used

Call-Off Schedule 9 (Security)

Part B: Long Form Security Requirements

This schedule only applies in respect to the services provided by the supplier for this contract and does not apply to or cover the Buyer systems (Workday) provided to facilitate this service.

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>1 means the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) 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>2 in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
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Call-Off Schedule 9 (Security)

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2. Security Requirements

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 Parties acknowledge that the purpose of the Security Management Plan is to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

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

2.3.1

2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the security related activities and any mitigations are driven by these fundamental needs.

2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Not used

4. Security Management Plan

4.1 Within ninety (90) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

4.2.1 not used;

4.2.2 comply with the Baseline Security Requirements and the Security Policy;

Call-Off Schedule 9 (Security)

Call-Off Ref:

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- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Services, the supplier's system and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) provided by the Supplier under this Contract and does not apply to or cover the Buyer systems provided to facilitate this service;
 - 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes inside the Supplier's control associated with the delivery of the Deliverables, including the supplier's system, access to and use of the buyer's system (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule;
 - 4.2.7 not used;
 - 4.2.8 set out the plans for implementing all security arrangements and responsibilities incorporated in the Security Management Plan within the timeframe agreed between the Parties;
 - 4.2.9 not used;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within twenty (20) Working Days of a notice of non-

Call-Off Schedule 9 (Security)

Call-Off Ref:

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approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the Security Management Plan

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

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the supplier's system, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

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

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

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

Call-Off Schedule 9 (Security)

Call-Off Ref:

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- 5.4 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.

6. Security Testing

- 6.1 The Supplier shall conduct such security tests from time to time as shall be necessary to maintain its PSN certification.
- 6.2 Not used.
- 6.3 Not used.
- 6.4 Not used.
- 6.5 Not used.

7. Complying with the Security Management Plan

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

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the Security Management Plan upon becoming aware of any breach of security or any potential or attempted Breach of Security.

Call-Off Schedule 9 (Security)

Call-Off Ref:

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8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or Security Management Plan to the extent that this is within the Supplier's control;
- c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within three (3) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

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

9. Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the supplier's system will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' and 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

Call-Off Schedule 9 (Security)

Call-Off Ref:

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9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 not used;

9.5.2 monitor the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) to facilitate the detection of anomalous behaviour that would be indicative of system compromise, sufficient to maintain its PSN certification;

9.5.3 not used;

9.5.4 not used;

9.5.5 not used;

9.5.6 not used;

9.5.7 not used; and

9.5.8 not used.

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

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

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations (countries or regions, e.g. European Economic Area and United Kingdom) in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 15 (Data protection).

Call-Off Schedule 9 (Security)

Call-Off Ref:

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3.3 The Supplier shall:

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

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data. No roles require such specific government clearances on the Start Date. Any such requirement shall be dealt with in accordance with Clause 25 of the Core Terms (Changing the Contract) and shall be sponsored by the Buyer if required.

Call-Off Schedule 9 (Security)

Call-Off Ref:

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- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked by the Buyer upon being notified by the Supplier within three (3) Working Days of such change to the permissions necessary.

7. Restricting and monitoring access

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

8. Not used

Call-Off Schedule 9 (Security)

Call-Off Ref:

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Part B – Annex 2 – Not used

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):

"Exit Information"	1 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	2 the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	3 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Termination Assistance"	4 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"	5 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	6 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;

2. Supplier must always be prepared for contract exit

2.1 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

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2021

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;

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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- 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

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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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 not used;

6.1.6 not used.

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

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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

7. Obligations when the contract is terminated

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

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

7.2.1 not used;

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

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

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

8. Not used

9. No charges

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

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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10. Not used

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 Credits"

any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"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 Part A of this Schedule; and

**"Service Level
Threshold"**

shall be as set out against the relevant Service Level in the Annex to Part A 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 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.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 11.4 (CCS and Buyer Termination Rights).
- 2.5 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 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:

- 2.5.1 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;
- 2.5.2 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
- 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period (**"Compensation for Critical Service Level Failure"**),

provided that the operation of this paragraph 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 and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service 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:

- 1.2.1 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;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the relevant calculation formula below.

Annex C to Part A: Lot 2 Methodology for standard Services Levels and Service Credits Table for Wider Public Sector Buyers

Service Line	Service (s)	Service Level Description	KPI? (Yes / No)	Service Measurement Period	Clock Start	Clock Stop	Customer Responsibilities
Financial Accounting Services / Procurement Services	Invoice & Payment Processing	1. 98% valid supplier / non-supplier payments made within 5 working days of receipt 2. 98% pay runs delivered in accordance with schedule 3. 98% of valid payables interfaces concluded within 1 working day 4. 98% suppliers set-up in Workday within 2 working days of receipt of valid request 5. 98% approved requisitions created & amended into PO's within one working day of approval	Yes	1 month	Date request / approval received	Date request processed	All information received in request is accurate

Service Line	Service (s)	Service Level Description	KPI? (Yes / No)	Service Measurement Period	Clock Start	Clock Stop	Customer Responsibilities
Financial Accounting Services / Procurement Services / Receivables services	Payment Administration, Query Resolution & Operational Support	1. 98% of valid receivables interfaces concluded within 1 working day	Yes	1 month	Date request received	Date request actioned	All requests are accurate and correct
Financial Accounting Services	Cash Management & Bank Reconciliations	1. 98% bank accounts reconciled within 6 working days of period end 2. 98% cheques banked within 1 working day of receipt 3. 98% of bank transactions outstanding (un reconciled) less than 2 months old 4. 98% Debit card receipts reconciled with 1 working day	Yes	1 month	Receipt of bank transaction	1.Period End +6 WD 2.Banking of cheques 3 Reconciliation of bank transactions	Financial system availability (for 1 2 and 3)
Procurement Services / Support Services	Payment Administration	1. 98% of enquiries resolved in 3 working days of making of enquiry	Yes	1 month	Logging of query	Resolution of query	All relevant information provided by the business

Service Line	Service (s)	Service Level Description	KPI? (Yes / No)	Service Measurement Period	Clock Start	Clock Stop	Customer Responsibilities
Financial Accounting Services	Allocation of receipts	95% of receipts by volume to be allocated to the correct customer invoice within 1 working day of initial receipt of payment (eg appearance on bank statement or receipt of cheque by the Supplier) without reference to or seeking direction from the FSA	Yes	1 month	Date of initial receipt of Payment	Date receipt allocated to customer	Customer to make payment in full and on time
Financial Accounting Services	Unapplied and unidentified receipts	Where receipts do not provide sufficient information to be allocated to the correct customer invoice the details to be provided to the FSA within 1 working day of initial receipt of payment	Yes	1 month	Date of initial receipt of Payment	Invoice details received by FSA	

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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The Service Credits shall be calculated on the basis of 0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure for a service period of 1 month.

Formula: $[x\% (\text{Service Level Performance Measure}) - x\% = \text{x\% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}] \times 0.5$

Worked example: $[98\% (\text{e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer}) - 75\% (\text{e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period})] \times 0.5 = 11.5\% \text{ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}]$

For Unapplied and unidentified receipts the service credit will be 0.5% service credit gained for each working day this objective is not met within the monthly performance measuring period

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

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

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 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
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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4. Satisfaction Surveys

- 4.1 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;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:

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

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

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

Call-Off Ref:

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

4. ROLE OF THE OPERATIONAL BOARD

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

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues;
 - 5.2.3 monitoring and controlling project plans; and
 - 5.2.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.
- 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.

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

Call-Off Ref:

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- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Contract Review meeting –held every 2 months virtually via Microsoft Teams

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

Call-Off Ref:

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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

Where details in this schedule contradict, Post Tender Clarifications will take precedence over Tender Clarifications, which will in turn take precedence over the details defined in the requirements.

REQUIREMENTS

The Authority is looking to appoint a supplier who can start in August 2023 and provide services detailed below. Access to the FSA's ERP platform will be provided via licenses.

A. Purchase to Pay – [Accounts Payable]

The Supplier shall be responsible for the delivery of the following activities in Workday, which include

- Facilitating the efficient set up and maintenance of vendor data; within 48 hours of receipt from FSA
- In-system creation of purchase orders from requisitions and issuing documentation to suppliers;
- Receiving and processing supplier invoices/ credit notes;
- Utilising a 3 way matching process to make payments
- Query resolution with suppliers, can be referred to FSA staff by exception
- Requests from FSA staff to re-match invoices and purchase orders and lines
- Recovery of payments made in error; and

Facilitating the management of payments runs in accordance with cash forecasts, resolving exceptions e.g. payment failures and, actioning bank related notifications e.g. requests for information or, notifications of changes to payee (supplier / customer / employee) bank details.

Provide one or more email addresses for receipt of supplier invoices, supplier queries and FSA queries.

Manage the processes supporting the clearing of transactions (payments - electronic methods of payment out)

The supplier will deliver services incorporating the below:

- All single requisitions must supported by a system-attached contract / agreement / formal quotes from Suppliers stating the value. Invoices or emails between FSA staff should not be accepted as evidence.
- Bulk Purchase Orders are raised by exception, clearly marked as such.

- Invoices will be received electronically from suppliers, Invalid invoices should be returned to Supplier. Valid invoices should be to HMRC standard. See link to show what invoices must include - <https://www.gov.uk/invoicing-and-taking-payment-from-customers/invoices-what-they-must-include>
- Invoices need matching and paying to the corresponding purchase order within 5 working days of receipt and settled.
- Supplier payment settlement runs to be made every working day.
- Non-taxable Employee Expenses
- Non-matched payments, including the settlement of Government Procurement Card Statements, emergency payments and Foreign Currency payments

Volumes are circa 500 Purchase invoices monthly in line with the Government's Prompt payment policy to pay 90% of undisputed and valid invoices from SMEs within 5 days and 100% of all undisputed and valid invoices to be paid within 30 days. We have 3 monthly and up to 5 weekly consolidated invoices per month, An average of 10 non-matched payments per month, up to 5 foreign payments and average 2-3 emergency payments.

	2021/22 Total		2022/23 Total	
	Count	Value	Count	Value
BACS	4,726	£57,064,661.29	4,610	£58,124,850.85
CHAPS/Emergency	16	£167,613.14	21	£286,667.25
Non-Matched	514	£46,285,454.10	620	£54,075,410.52
Foreign Currency	82	£536,994.38	106	£548,959.84
TOTAL	6,736	£104,361,863.30	6,328	£113,332,540.89

Order to Cash

[Accounts Receivable - Receipts and Allocation]

Processes should be followed as per the SLAs below:

- Managing and matching receivables receipts (including reallocation) and actioning unapplied and unidentified (which are to be posted as unapplied if customer known, or unidentified) receipts; where there is insufficient information to allocate receipts to invoices the available information is to be sent to the FSA within one working day of receipt of payment.

- Cheques – to be processed upon receipt and notification of receipt to FSA within one working day. Copy of the cheque sheet to be issued to FSA for sign off before banking. Provide an address to the FSA where cheques can be posted.
- Debit card payments – provide a notification to the FSA the same working day. All debit card payments to be posted against correct FSA entity.
- Manage the processes supporting the clearing of transactions (receipts - cheques and electronic methods of payment) e.g., secure storage and banking of cheques; and
- Accounts Receivable Query management is out of scope and will be handled by FSA staff.
- Any queries received regarding the amount to be paid by debit card or cheque to be referred to FSA on the same working day. Any queries received by email, to be forwarded to [REDACTED] on the same working day.

Cash Management [Banking Services]

- Retrieve BACS and non-BACS payment schedules from Workday and upload to banking platform each working day.
- Bank statements to be retrieved from the banking platform and uploaded to Workday each working day.
- Undertake bank reconciliations, balancing the bank accounts to the general ledger and identifying reconciling items within five days of the period close.
- Completed bank reconciliations to be submitted to [REDACTED] once completed and by the sixth working day after period close.
- Facilitate the resolution of unreconciled items, working with FSA contacts as required.
- Reconciling items to be resolved by the following month end unless exceptional circumstances agreed with FSA, and within 2 months in all situations.

Volumes are circa 550 receipts monthly, including 50 cheques, and allocation against relevant sales invoice within a 2 day SLA. Individual payments average 290 per month, up to 500 anticipated maximum.

5.1 Exclusions:

Other Financial Services not included:

- Non-current Assets
- General Ledger
- Accounts Receivable and debt recovery including invoicing, statements dunning letters and query handling
- IT Support Services for Workday
- Payroll payments and taxable expenses
- Cash forecasting
- Facility to hold or remove payments from payment runs

6. KEY MILESTONES AND DELIVERABLE

6.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Onboarding of Successful Supplier	August 2023
2	Workday goes live	4th September
3	Contract Start date	1 st September 2023
4	Business Continuity plan received by FSA	October 2023
6	Exit Management plan received by FSA	October 2023
7	Annual Contract Review	September 2024

7. MANAGEMENT INFORMATION/REPORTING

Service Line	Service (s)	Management Information /Reporting Data	Service Measurement Period
Procurement Services	Invoice & Payment Processing	Supplier invoices on hold.	1 month
Procurement Services	Invoice & Payment Processing	Days taken to pay invoices	1 month
Procurement Services	Purchase Orders	Amount and reasons for rejected requisitions	1 month
Procurement Services	Purchase Orders	Time takes to convert requisition to Purchase Order	1 month
Procurement Services	Payment Administration, Query Resolution & Operational Support	BACS rejections and "return to sender" payments – Customer errors.	1 month
Procurement Services	Other Payments (including Expenses) / Customer Payments	Customer payment authorities passing validation.	1 month
Procurement Services	Customer Payments		1 month
Procurement Services	Non-Catalogue Services	The percentage of LVP requisitions received by the Contractor that can be processed first time.	1 month
Social Value	Social Value	Suppliers Social Value commitments	1 month

8. VOLUMES

8.1 There are approximately 6,000 payments made totalling £104m annually through Accounts Payable, and £41m income received.

There are approximately 15 new suppliers set up monthly and approximately 200 requisitions raised monthly.

There are on average 450-500 invoices received each month.

Receipt volumes are circa 550 receipts monthly, including 50 cheques

Purchase invoice volumes are circa 500 monthly in line with the Government's Prompt payment policy to pay 90% of undisputed and valid invoices from SMEs within 5 days and 100% of all undisputed and valid invoices to be paid within 30 days. We have 3 monthly and up to 5 weekly consolidated invoices per month, An average of 10 non-matched payments per month, up to 5 foreign payments and average 2-3 emergency payments.

2021/22 Total		2022/23 Total	
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4,726	£57,064,661.29	4,610	£58,124,850.85
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1,398	£307,140.39	971	£296,652.43
514	£46,285,454.10	620	£54,075,410.52
82	£536,994.38	106	£548,959.84
6,736	£104,361,863.30	6,328	£113,332,540.89

9. CONTINUOUS IMPROVEMENT

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

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

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

implemented.

10. SOCIAL VALUES

- 10.1 Social value has a lasting impact on individuals, communities and the environment. The Government has an opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective, it is essential that the FSA considers social value at all stages of the procurement life cycle. In order to do this, the FSA is applying the Government Commercial Functions social value model [PPN 06/20 Procurement Policy Note](#) from 1st January 2021. The complete set of documents can be found on the [Social Value webpage](#).

- 10.2 The suppliers will need to show how they will meet one or more of the following Themes as a part of their work within the contract:

Fighting Climate Change

Equal opportunity

Wellbeing

11. PRICE

- 11.1 Expected Annual Costs - Our budget is between £120k – £140k per annum – excluding VAT. FSA should be billed on a fixed cost basis with annual review of volumes.
- 11.2 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 12.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

TENDER CLARIFICATIONS

Tender Clarifications take precedence over any contradicting details in the specification.

Question	FSA Response
1) Requirements - Accounts Payable. Are the vendor set up/maintenance details received from FSA electronically?	Yes - format can be specified by supplier it is being sent to
2) Requirements - Accounts Payable. Does the vendor data received need to be rekeyed by the AP team?	No, once a supplier record is created it does not need to be re-entered.
3) Requirements - Accounts Payable. Are the purchase orders issued electronically to suppliers?	Yes, via Workday.
4) Requirements - Accounts Payable. Will supplier invoices be received and uploaded automatically? If yes, what is the expected success rate?	Supplier invoices are expected to be received electronically. The bidder needs to enter the invoice details onto the system.
5) Requirements - Accounts Payable. Is the 3 way matching process automatic? If yes, what percentage require manual checking/intervention?	Yes it is automatic, currently around 5% require intervention. This is expected to decrease in the new system.
6) Requirements - Accounts Payable. The requirements state that 'Query resolution with suppliers, can be referred to FSA staff by exception' - can you confirm the expected percentage and type of queries which can be referred, and that the AP resources will have access to sufficient information to answer others?	Expected to be around 5%, AP resource will have full access to sufficient information to answer
7) Requirements - Accounts Payable. Can the recovery of 'payments made in error' be made by netting off from future payments or will an invoice have to be raised?	Yes the recovery of 'payments made in error' can be made by netting off from future payments
8) Requirements - Accounts Payable. Are there any peak periods when high volumes of invoices are received (e.g. at quarter/year end)? If so, could you please state the expected profile of invoices throughout the year?	Peak period is normally towards the end of the financial year when number of invoice can increase by around 15% of other months.
9) Requirements - Cash Management. How many bank accounts need to be reconciled?	Currently two bank accounts
10) Responses. Can you confirm if there are any word or character limits to the responses?	There are no character or word limits on responses, however we would ask suppliers keep bids concise
11) Clarification deadline. Would you agree to extend the deadline for the clarification questions until 5pm Monday 22nd May to allow for a full review of the all the documents?	The FSA has extended the clarification deadline to 12pm Monday 22nd May.
A) Requirements - General. Apart from Workday, what other systems are used for any of the in-scope processes? For example, is a separate system used for Banking uploads/downloads and reconciliations or cash management work?	Paygate is used to send BACS payments. CHAPS payments are processed via RBS' Bankline system which is also where bank statements can be downloaded. All other processes happen in the system.

B) Requirements Cash Management. How many unreconciled items are there each month on average when completing the bank reconciliations?	It is unusual for there to be unreconciled items, however it has on occasions happened. Fewer than 5 items to be expected.
C) Requirements - Accounts Payable. Can you please explain your definition of a "non-matched payment" and the process which relates to these?	These are invoices which are not supported by a purchase order
D) Requirements - Accounts Payable. Can you please provide volumes of Non-taxable Employee Expenses?	Circa 1,300 monthly claim lines.
E) Requirements - Accounts Payable. Can you confirm all payments are made via FSA bank accounts, and that relevant access will be provided to the Supplier to facilitate bank payments?	Payments are made via Paygate for BACS and Bankline for CHAPS. Access will be given to FSA accounts to facilitate payments.
F) Requirements - Accounts Payable. Can you confirm it will be acceptable to use the Supplier's Bacs Bureau? If not, please specify your requirement in this area.	BACS payments are made via the FSA's Paygate account.
G) Requirements - Accounts Receivable. Can you please explain the process for how debit card payments are taken, via all applicable channels?	Debit Card payments are taken via telephone only currently.
H) Requirements - Accounts Receivable. Can you confirm that all payment systems are provided and paid for by the FSA separately to this contract?	Yes
I) Evaluation Weightings. We noticed the sub-weightings add up to more than 100%: Technical 70%, Social Value 10%, Price 30%. Please can you confirm this is correct? If not, please issue an amendment.	Apologies for this error. The FSA has reviewed and updated the Technical Weightings to below: Technical Capability - 40% Contract Management - 5% Implementation - 15% Social Value - 10%
1) Could the Authority confirm that there will be no employees transferring over to the supplier under the Transfer of Undertaking (Protection of Employment) Regulations? We have assumed that no employees will be transferring over under this contract and therefore Parts A, B and D of Call-Off Schedule 2 are not applicable. For any role where TUPE could apply, please supply the following information: role and job remit; nature of contract, e.g. permanent, fixed term; age; length of service; salary; pension arrangement.	TUPE does not apply to this service
2) Pricing – Indexation. Please clarify what price indexation mechanism will apply over the potential 5 year life of the contract?	We don't expect indexation on prices for the initial 3 year term
3) Pricing - Indexation. Please clarify where indexation can be specified within Attachment 4 - Price Schedule.	Please add this detail in an assumptions document and attach this as part of your commercial response.

4) Pricing – Attachment 4 Price Schedule. Can you confirm how assumptions are to be communicated as part of the final submission, as there does not appear to be a place for those in the Schedule?	Please add all assumptions as an extra attachement as part of your commercial submission
1) 5A - What are “non-matched payments”? Is this a payment method or are these simply non-purchase order related invoices?	These are invoices which are not supported by a purchase order. Examples could include consolidated invoices, credit card statements, urgent payments.
2) 5A - Will there be a responsibility to create / maintain customer master data? If so, what will be the KSL for this?	For Order to Cash the capability to create and maintain master data will be a requirement. Requests would need to be actioned within one working day of submission. On average there are less than six in total new customer set ups and customer changes combined per month.
3) 5C - How many bank accounts will be maintained?	2 bank accounts
4) 5B - Is there a requirement for Customer Refunds?	Yes, there will be a requirement. Refunds will be authorised by an FSA process and the refund requests will be Purchase to Pay transactions. There are very few refunds arising from the Order to Cash process.
5) 5B - How are debit card payments currently processed?	To make a payment customers / debtors telephone the current Order to Cash services provider to make the payment. The Order to Cash services provider notifies the FSA of payments received as an additional processes to receipting the payment transaction after it has appeared on the bank statement.
6) 5 - Will there be a service ticket approach for the Authority to request work to be completed by Supplier? E.g. master data creation/changes.	Yes
7) 5C - Will the Authority be utilising the Bidder's BACS Bureau?	BACS payments are made via the FSA's Paygate account.
8) 5A - Will employee expenses be self-service or will Bidders be required to manually key these?	Employees expenses will be self service
9) 5A - Would we be providing an end to end purchasing solution, i.e. would we be expected to contact suppliers for quotes?	No, services will be limited accounts payable.
10) Will TUPE apply to any of the services?	TUPE does not apply to this service
11) What is the mechanism for getting invoices into Workday? Would we link this to a scanning solution or would manual keying be required?	There is no scanning solution currently in scope. Manual keying would be required or an OCR solution at the bidder's cost.
12) Would there be an automated upload process for foreign currency and CHAPS payments?	CHAPS payments are integrated with RBS's Bankline service. Foreign currency is out of scope.

13) Does Workday produce all of the reporting required or would this have to be produced separately?	Reporting available within Workday.
14) How are bidders to treat cost increases for each year of the contract? Are these to be priced in or will there be an annual mechanism to adjust charges accordingly?	FSA expects suppliers to include any cost increases for each year of the contract in their Commercial response
15) Schedule of Payments Tab - Schedule of Payments Tab, there appears to be a formula error on row 54.	This has been resolved and a new copy uploaded
16) Schedule of Payments Tab - Schedule of Payments Tab, can the Authority clarify, if monthly invoice values need to be populated as there are only 21 rows, do we need to insert to make 36 rows, to get to a 3 year TCV?	Yes, please add additional rows to make it to 36 months.
17) Thank you for the updated score weighting for the Technical Envelope. Please could you provide a breakdown of the weighting of the individual questions?	An updated version of the how to bid document has been uploaded
1. Data Protection Liability Cap - There is no DP liability cap stated on the order form - can this be confirmed please? (in relation to clause 15.8 of the outsourcing core terms)	The FSA has not set a Data Protection Liability Cap on the order form. The FSA's preference is not to set one, however we would be willing to discuss this with the successful supplier
2. SLA Invoice & Payment Processing - The first SLA reads that 98% of all valid invoices are to be processed within 5 days - can you confirm if this should only apply to SME invoices?	The FSA would expect this to apply to all invoices, rather than just to SME invoices.
4. What banking software are you using?	RBS's Bankline service.
1) Could the Authority remove 'Call-Off Schedule 1 (Transparency Reports) from the list of schedules applicable to the contract in the order form as it has indicated the successful supplier will not be required to share information in the table annexed to that schedule by stating this will not be used?	While we do not require the successful supplier to share information, clause 1.1 of the transparency schedule regarding FSA's obligations still applies.
2) Clause 15.3 of the core terms requires Authority data to be backed up and stored in an off-site location, however, storage of data will be limited to Management Information and reporting. Could the Authority therefore disapply this clause from the core terms?	Agreed, as the data for this service will be in the Connect service this clause can be disappplied.

<p>3) In light of the fact that this Agreement is for remote processing services and does not include provision of the system, storage of data or access to supplier premises, we believe that the overarching BCDR plan would be led by the Buyer and/or Supplier of the Workday system and the successful supplier's BCDR plan would need to interoperate with this. However, we consider the provisions of Call-Off Schedule 8 (Business Continuity and Disaster Recovery) to be out of proportion if applied in their entirety to the BCDR plan required under this Agreement.</p>	<p>Schedule 8 will be applicable to the aspects of the service the supplier is responsible for.</p>
<p>Would the Authority therefore consider revising/descoping the contents of this Schedule and agree to retain only the most relevant provisions of the BCDR Schedule?</p>	<p>Schedule 8 will be applicable to the aspects of the service the supplier is responsible for.</p>
<p>4) Could the Authority clarify its expectations of the Supplier in the area of Information Security? Section 14 of Attachment 3 (Statement of Requirements) states that the Authority intends to use the long form security requirements from Call-Off Schedule 9, however, we believe that most of the requirements in this Schedule would not apply under this Agreement which is limited in its scope to remote processing services and no access to Buyer premises as part of the deliverables. Would the Authority therefore consider revising/descoping the contents of this Schedule by adopting the short form part A in the Call-Off Schedule, which we consider strikes the right balance between protecting the interests of the Authority on the one hand, whilst ensuring an appropriate level of governance in proportion to the value, type of services and level of risk this Agreement presents?</p>	<p>We consider the long form security requirements applicable given the Connect service it deemed one of our critical services.</p>
<p>5) Could the Authority share the security management plan to go into Annex B in Call-Off Schedule 9?</p>	<p>We would be content to consider suppliers security management plans, details on the contents and the schedules.</p>

1. Regarding the following response, 'To make a payment customers / debtors telephone the current Order to Cash services provider to make the payment. The Order to Cash services provider notifies the FSA of payments received as an additional processes to receipting the payment transaction after it has appeared on the bank statement' Q: Please confirm that the supplier will have access to the acquiring banks payment gateway (web portal) for telephony card payments.	The supplier will have internet access to the FSA's bank account for receipts details.
2. Regarding the following response, 'Payments are made via Paygate. Access will be given to FSA bank accounts' Q: Will MFA be required for access to Authority's systems?	Multi Factor Authentication is not required to upload BACS to Paygate. MFA is only required once the file is already loaded and ready for payment/submission to the bank
3. Could the authority please confirm if there is a requirement for Supplier to submit BACS files to the bank on their behalf via our commercial bureau, or if the expectation is for the Supplier to create BACS files only and pass these on to the Authority to submit themselves as they currently do?	The Supplier will submit BACS files to the bank.
Original Question: Requirements - Accounts Payable. Does the vendor data received need to be rekeyed by the AP team? Response: No, supplier record would only have to be entered once (unsure of meaning). To clarify the question, we'd like to understand more detail about the vendor set up and maintenance process. Specifically, whether the AP team would simply need to verify new/amended data already uploaded into Workday, or would the AP team need to manually key in new/ amended data? If the latter, how would the AP team receive the data they need to key in? Please can you describe the process	Existing vendors will be set up in system from go live. Any new / amendments to vendor data will need to be set up by the bidder. The data to be input will be submitted electronically in a format specified by the bidder.
SLA Unapplied and unidentified receipts - the final SLA does not seem to have a measurable level set. what is the percentage level for reporting?	The FSA expect 100% of unapplied and unidentified receipts to be reported to them. For the purpose of the SLA the FSA would expect 95% of these reported within 1 working day of initial receipt of payment.

Post Tender Clarifications

Post Tender Clarifications take precedence over any contradicting detail above, in the specification or Tender Clarifications.

Clarification:

Further to our meeting this morning, please find below a table comparing the requirement and corresponding service levels, for points where we think there is a discrepancy and further clarification from the FSA is required.

Requirement	Service Levels and Performance 13.1
A - Invoices need matching to the corresponding purchase order within <u>two working days</u> of receipt and settled.	Invoice & Payment Processing - 98% valid supplier / non-supplier payments made within <u>5 working days of receipt</u>
A - Facilitating the efficient set up and maintenance of vendor data; within <u>24 hours of receipt</u> from FSA	98% suppliers set-up in Workday <u>within 2 working days of receipt</u> of valid request
C - Reconciling items to be resolved by the following period end unless exceptional circumstances agreed with FSA, and <u>within three periods</u> in all situations.	98% of bank transactions outstanding (un reconciled) less than <u>2 months old</u>

FSA Response - Many thanks for sharing these discrepancies between the SLA's and our stated requirements.

Having reviewed these 3 discrepancies, our preference would be for these three services to be delivered in line with the timeframes specified in the Service Levels.

Clarification:

One further question re a discrepancy we picked up. Could you please clarify if foreign currency payments will be required? Relevant point below:

- At the bottom of section 5A of the requirements it states: Non-matched payments, including the settlement of Government Procurement Card Statements, emergency payments and Foreign Currency payments
- There is also a total showing that in 21/22 the FSA made 82 Foreign Currency payments and in 22/23 they made 106.
- However, in their ITT clarification questions it states on row 37 that 'Foreign currency is out of scope.'

FSA Response - With regards to your previous clarification on foreign currency payments it has been confirmed that this service will be required.

The FSA currently has to select whether a payment amount is to be made in GBP or in a foreign currency, with the selection of currency based on the invoice.

As the impact of this clarification was unknown at the time of contract preparation, it will be dealt with as a Variation to the contract, with Foreign currency out of scope prior to completion of such Variation.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 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;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 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
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 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.

2. Sustainability

- 2.1 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>



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
- (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Framework Schedule 3 (if any), it has satisfied itself of all details relating to:
- (a) the Buyer's requirements for the Deliverables;
 - (b) the Buyer's operating processes and working methods; and
 - (c) the ownership and fitness for purpose of the Buyer Assets.
- 2.9 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

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

- 2.10 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.11 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 except to the extent that these have been superseded or varied by the Contract.

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.

3.1.3 Where the Order Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any third party supplier providing Deliverables to the Buyer and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

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 of the Buyer or third party suppliers.
- 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:
- (a) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and
 - (b) where the Order Form states that Financial Transparency Objectives apply, co-operate with the Buyer to assist it with its compliance with its obligations under PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)).
- 6.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:
- (a) during the Contract Period;
 - (b) for 7 years after the End Date or such other date as agreed between the Parties; 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 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Relevant Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

6.3 The Relevant Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to:
 - (i) any Sites, equipment and Supplier's system used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (ii) Supplier Staff; and
- (b) provide information within the permitted scope of the Audit 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 and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.

6.6 If the Supplier:

- (a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (i) tell the Relevant Authority and give reasons;
 - (ii) propose corrective action; and
 - (iii) provide a deadline for completing the corrective action; and
- (b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - (i) Supplier's currently incurred or forecast future Costs; and
 - (ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

- 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 e.g. Head of Internal Audit/ Finance Director/ External Audit firm.
- 6.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carried out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:
- (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - (b) all related invoices are completely and accurately included in the MI Reports;
 - (c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
 - (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.
- 6.10 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- (a) correct any identified Default;
 - (b) rectify any error identified in a Financial Report; and
 - (c) repaying any Charges that the Relevant Authority has overpaid.
- 6.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the Audit.

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 28.
- 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. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under the Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 The Supplier will ensure that all Sub-Contracts contain provisions that:
 - (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.3 When Sub-Contracts can be ended

- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or

employment Law; and/or

- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Ongoing responsibility of the Supplier

- 8.4.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 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;
- (h) it will comply with each Call-Off Contract; and
- (i) neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.

- 9.2 The warranties and representations in Clauses 2.10 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

- 9.3 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.

- 9.4 All claims indemnified under this Contract must use Clause 27.

- 9.5 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.

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

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

10. Intellectual Property Rights (IPRs)

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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 10 or otherwise agreed in writing.
- 10.5 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.
- 10.6 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 10.1 and 10.2 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.
- 10.7 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.

11. Ending the contract or any subcontract

11.1 Contract Period

- 11.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 11.1.2 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.

11.2 Ending the contract without a reason

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

11.2.2 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.

11.3 Rectification plan process

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

11.3.2 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.

11.3.3 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.

11.3.4 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 11.4.3(a).

11.4 When CCS or the buyer can end a contract

11.4.1 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 or if the Supplier fails to notify the Relevant Authority of a Financial Distress Event;
- (b) the Supplier fails to notify the Relevant Authority in writing of any Occasion of Tax Non-compliance;
- (c) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (d) there is any material Default of the Contract;
- (e) there is a Default that occurs and the continues to occur on one or more occasions within 6 Months following the Relevant Authority serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- (f) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (g) there is a Default of Clauses 2.11, 6, 10, 15, 16, 28, 33 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;

- (h) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (i) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (j) 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;
- (k) the Supplier or its Affiliates, in the reasonable opinion of the CCS or the Buyer (as appropriate) materially embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them; or
- (l) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 The Relevant Authority also has the right to terminate its Contract in accordance with Clauses 21.3 and 25.3(b).

11.4.3 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 11.3.1.

11.4.4 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 25 (Changing the contract) or resolved using Clause 36 (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.

11.5 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.

11.6 What happens if the contract ends

11.6.1 Where a Party terminates a Contract under any of Clauses 11.2.1, 11.2.2, 11.4.1, 11.4.2, 11.4.3, 11.4.4, 11.5 or 21.2 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).

- 11.6.2 In addition to the consequences of termination listed in Clause 11.6.1, where the Relevant Authority terminates a Contract under Clause 11.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 11.6.3 In addition to the consequences of termination listed in Clause 11.5.1, if either the Relevant Authority terminates a Contract under Clause 11.2.1 or 11.2.2 or a Supplier terminates a Call-Off Contract under Clause 11.5:
- (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.
- 11.6.4 In addition to the consequences of termination listed in Clause 11.5.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 11.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 10, 12, 13.2, 15, 16, 17, 18, 19, 32.3, 36, 37 and any Clauses and Schedules which are expressly or by implication intended to continue.

11.7 Partially ending and suspending the contract

- 11.7.1 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.
- 11.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 11.7.3 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.
- 11.7.4 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.
- 11.7.5 The Parties must agree any necessary Variation required by Clause 11.7 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 11.2.
- 11.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under

Clause 11.7.

12. How much you can be held responsible for

- 12.1 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.
- 12.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 12.3 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).
- 12.4 In spite of Clause 12.1 and 12.2, 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.
- 12.5 In spite of Clauses 12.1 and 12.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3(b), 10.5, 32.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 12.6 In spite of Clauses 12.1, 12.2 but subject to Clauses 12.3 and 12.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 15.8 shall in no event exceed the Data Protection Liability Cap.
- 12.7 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.
- 12.8 When calculating the Supplier's liability under Clause 12.1 or 12.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 12.5 or 12.6.
- 12.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

13. Obeying the law

- 13.1 The Supplier shall comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 13.2 The Supplier shall comply with the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 189.
- 13.3 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.
- 13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 28 to 33.

14. 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.

15. Data protection

- 15.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 15.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 15.3 Not used.
- 15.4 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.
- 15.5 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.
- 15.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) not used
 - (b) restore the Government Data itself or using a third party.
- 15.7 The Supplier must pay each Party's reasonable costs of complying with Clause 15.6 if the Supplier is at fault.
- 15.8 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 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 16.2 to 16.4 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.

16.2 In spite of Clause 16.1, 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, a regulatory body 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.

16.3 In spite of Clause 16.1, 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.

- 16.4 In spite of Clause 16.1, 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 17.
- 16.5 For the purposes of Clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 16.
- 16.6 Transparency Information is not Confidential Information.
- 16.7 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.

17. When you can share information

- 17.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 17.2 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.
- 17.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 17. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

18. 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.

19. 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.

20. 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.

21. Circumstances beyond your control

- 21.1 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.
- 21.2 Any failure or delay by the Supplier to perform its obligations under a Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 21.3 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.

22. 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.

23. 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.

24. Transferring responsibilities

- 24.1 The Supplier cannot assign, novate, sub-contract or transfer a Contract or any part of a Contract or in any other way dispose of a Contract without the Relevant Authority's written consent.
- 24.2 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.
- 24.3 When CCS or the Buyer uses its rights under Clause 24.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 24.4 The Supplier can terminate a Contract novated under Clause 24.2 to a private sector body that is experiencing an Insolvency Event.

- 24.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 24.6 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;
 - (c) the duration of their appointment; and
 - (d) a copy of the Sub-Contract.

25. Changing the contract

- 25.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 25.2 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.
- 25.3 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 36 (Resolving Disputes).
- 25.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 25.5 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.
- 25.6 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.
- 25.7 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 25.1 to 25.4.
- 25.8 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.

26. How to communicate about the contract

- 26.1 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.
- 26.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 26.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 26.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Dealing with claims

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 27.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 27.7 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.

28. Preventing fraud, bribery and corruption

28.1 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.

28.2 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 28 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 28, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

28.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 28.1 or 28.2 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.

28.4 If the Supplier notifies CCS or the Buyer as required by Clause 28.3, 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 in accordance with Clause 6.

28.5 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.

29. Equality, diversity and human rights

- 29.1 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.
- 29.2 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.

30. Health and safety

- 30.1 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.
- 30.2 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.

31. Environment

- 31.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 31.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

32. Tax

- 32.1 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.
- 32.2 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.

32.3 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.

32.4 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 32.3, 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 32.3 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.

33. Conflict of interest

33.1 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.

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

33.3 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.

34. Reporting a breach of the contract

34.1 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 13.1; or

(c) Clauses 28 to 33.

34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 34.1 to the Buyer or a Prescribed Person.

35. Further Assurances

Each party will, at the request of the other Party, do all things which may be reasonably necessary to give effect to the meaning of the Contract.

36. Resolving disputes

- 36.1 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.
- 36.2 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 36.3 to 36.5.
- 36.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 36.4, 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.
- 36.4 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.
- 36.5 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 36.3, 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 36.4.
- 36.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

37. Which law applies

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

Call-Off Schedule 4 (Call Off Tender)

Question 4.1

1 Technical Envelope Question 4 - Technical Capability

1.1 Question 4.1

TECHNICAL – TECHNICAL CAPABILITY WEIGHTING 40%

Response Guidance

Potential Bidders MUST answer ALL the following questions. The method of response and evaluation criteria is set per question.

Unless otherwise specified, you must upload your response as attachments.

It is requested that attachments are submitted in Microsoft Word or Excel format and must be in Arial font size 11.

No costings should be included in responses to this Question.

Question Number	Question	Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
4.1	How will you deliver our Accounts Payable services as detailed in our requirements in the specification? Please directly refer to each requirement, noting how your approach aligns with HMT's Global Design Principles.	Attachment	60	100	14%

- **Knowledge** - Where we provide staff with easily accessible knowledge resources that are clearly verified by subject matter experts and are updated on both a regular cycle and in advance of any key service events to ensure a consistent and accurate level of service
- **Quality** - Where in addition to automated checks we randomly monitor transactions each month and assess their effectiveness from both a service accuracy and a quality perspective to ensure the optimal client experience and outcomes
- **Performance** - Where staff are performance managed to improve their productivity and deliver service metrics that cascade to all levels, so that officers and managers alike understand how their personal performance supports service delivery excellence
- **Workload** - Where we forecast service demand annually, quarterly, monthly and weekly, matching staff forecasts and activities to service demand. This is so that the performance of the transactional elements of each service is optimised whilst minimising the levels of staff required in meeting the varying demands of the service
- **Development** - Where we ensure that all staff deployed are selected and inducted to give the Agency the optimal skills and capabilities within their service, but are then further trained, coached and supported to deliver the best service possible across similar service functions in line with their career development ambitions
- **Digitisation** – Where we implement our 'Going Digital' programme to drive the use of digital services and reduce manual activity, aiming to deliver a fully digital service
- **Automation** – Where we take a four-stage approach to the delivery of automation within each service line based on digitalising the service, core systems workflow, system integration and Robotic Process Automation

Our approach to these disciplines is encapsulated in the diagram overleaf:

Taken together these core service disciplines will provide the FSA with a level of rigour and attention to detail that delivers a series of marginal gains across every area of service delivery. These gains when aggregated will be fundamental to achieving continuous improvement in service delivery throughout the life of the contract. These services disciplines are evidenced in our long-standing Transactional Finance contract with the Ministry of Justice which has been in place for 25 years and will hopefully provide the FSA with reassurance of our high levels of service delivery and client satisfaction.

Accounts Payable

In the table below we set out how we will deliver each requirement, and how our approach aligns with HMT's Global Design Principles

Requirement	How we will deliver	How we will go above and beyond
Facilitating the efficient set up and maintenance of vendor data; within 24 hours of receipt from FSA.	We will implement the agreed process to ensure suppliers are set up within Workday, and maintenance requests are processed within 1 working day of receipt of a valid request conforming to the FSA governance and approval requirements.	<p>Noting the 98% Service Level standard requested, we are confident our service management approach will achieve 100%. In addition, in line with HMT Global Design Principles we will:</p> <ul style="list-style-type: none"> • Regularly review the quality of the supplier master file and cleanse it to remove inactive, duplicate or out of date records, subject to system reporting functionality (P2P Principle 7) • Regularly audit the system changes to bank account details, subject to system reporting functionality (P2P Principle 8)
In-system creation of purchase orders from requisitions and issuing documentation to suppliers.	<p>We will implement the agreed process to create POs from approved requisitions within 1 working day of the approval. We will build into the process controls to ensure:</p> <ul style="list-style-type: none"> • All single requisitions are supported by a system-attached contract / agreement / formal quotes from suppliers stating the 	<p>We will also ensure the process includes the issuing of documentation to the supplier within 1 working day of the approval.</p> <p>In addition, in line with the HMT Global Design Principles we will:</p> <ul style="list-style-type: none"> • Aim to automatically create POs without manual intervention where

Requirement	How we will deliver	How we will go above and beyond
	<p>value. Invoices or emails between FSA staff will not be accepted as evidence</p> <ul style="list-style-type: none"> • Bulk Purchase Orders are raised by exception and clearly marked as such 	<p>possible within the system constraints and the FSA's governance/ approval rules (P2P Principle 23)</p> <ul style="list-style-type: none"> • Regularly review open POs and action them appropriately (P2P Principle 28) • Transmit the POs electronically directly to the supplier (P2P Principle 29)
<p>Receiving and processing supplier invoices/ credit notes.</p>	<p>We will implement the agreed process to receive invoices and credit notes electronically from suppliers. To facilitate this we will provide a central email address for receipt of supplier invoices and credit notes. We will include an exception process for invoices not received electronically, ensuring details are input manually to Workday.</p> <p>The process will include controls and checks to ensure:</p> <ul style="list-style-type: none"> • Invoices received are valid and comply with HMRC standards • Invalid invoices are returned to the supplier • Valid invoices are paid within 5 working days of receipt (in line with the HMT Global Design Principles - P2P Principle 64) • Credit notes are matched to relevant purchase orders (in line with the HMT Global Design Principles - P2P Principle 59) • Credit notes are deducted from the next supplier payment, or collected through AR if appropriate 	<p>Noting the 98% Service Level standard requested for payment of valid invoices within 5 days, we are confident our service management approach will exceed this target. On an existing contract with North Somerset Council we process over 50,000 invoices a year and, for the same KPI, we have always achieved over 99.5% during the last twelve months.</p> <p>In addition, in line with the HMT Global Design Principles we will:</p> <ul style="list-style-type: none"> • Work with suppliers to ensure the vast majority of invoices and credit notes are received in electronic formats (P2P Principle 37) • Work with the Agency and suppliers to ensure any remaining paper invoices are sent to a central address we provide, where they will be scanned before being submitted for processing (P2P Principle 38) • Perform reconciliation checks on consolidated invoices (P2P Principle 42) • Utilise system functionality where possible for

Requirement	How we will deliver	How we will go above and beyond
	(in line with the HMT Global Design Principles - P2P Principle 60)	<p>recurring payments and scheduled payments to automate the payment and accounting transactions (P2P Principle 43)</p> <ul style="list-style-type: none"> Utilise system functionality where possible to ensure VAT calculations are performed automatically and cannot be overridden by users (P2P Principle 44) <p>Additionally, we will:</p> <ul style="list-style-type: none"> Work with the FSA /system provider to optimise automated workflows where appropriate Explore the business case for utilising Liberata specialist partners for automatically reading and extracting data from PDF invoices, if appropriate Identify contracted suppliers who repeatedly fail to provide valid invoices and take appropriate action
Utilising a 3 way matching process to make payments	<p>We will implement the agreed process to 3 way match invoices to the corresponding purchase order within 2 working days of receipt and make payment of valid invoices within 5 working days of receipt. The process will include an exception process to resolve unmatched items, including where they are in dispute, ensuring such invoices are appropriately flagged and payments prevented.</p> <p>For non-matched payments, including the settlement of Government Procurement Card Statements, emergency payments and Foreign Currency payments,</p>	<p>We are confident that our approach will exceed the 98% Service Level standard requested for payment of valid invoices within 5 days.</p> <p>In addition, we will work with the Agency and / or system provider to optimise automated workflows and controls in line with the HMT Global Design Principles, for example to meet P2P Principle 45: ensure invoices that pass 3 way matching are automatically processed for payment.</p>

<i>Requirement</i>	<i>How we will deliver</i>	<i>How we will go above and beyond</i>
	we will implement separately the agreed process to ensure invoices are validated and processed for payment in line with FSA governance and approval requirements and HMT Global Design Leading Practice Features.	
Query resolution with suppliers, can be referred to FSA staff by exception	<p>We will implement the agreed process to ensure queries are resolved within 3 working days of the query being logged. This will include checking that all relevant information has been provided by the supplier and an exception process to refer the query to FSA staff where necessary.</p> <p>We will provide a central email address for receipt of supplier queries.</p>	<p>We are confident that our approach will exceed the 98% Service Level standard requested for resolving enquiries within 3 working days.</p> <p>In addition, in line with the HMT Global Design Principles we will work with the FSA /system provider to optimise automated workflows where appropriate, for example P2P Principle 28: use an automated workflow tool to support AP document and query management</p>
Recovery of payments made in error	We will implement the agreed process to recover payments made in error. This will include, where feasible, recovery by netting off from future supplier payments	<p>We recommend we undertake an accounts payable recovery audit for the FSA at the outset of the contract, reviewing up to 5 years historic purchase ledger data and supplier statements. Using our latest innovation in sophisticated analytics (in line with the HMT Global Design Principles - P2P Principle 84), backed up by expert professionals, we will identify and recover overpayments, duplicate invoices and unclaimed credits.</p> <p>Not only will this service potentially identify additional revenue for the Agency and help improve cashflow but it will ensure a thorough audit of your finance processes takes place. We will provide you with a full report at the end of the service detailing the output of the service and which will also help identify areas of improvement. This would be</p>

Requirement	How we will deliver	How we will go above and beyond
		subject to a separate commercial agreement and a business case would be provided for your approval.
<p>Facilitating the management of payments runs in accordance with cash forecasts, resolving exceptions e.g. payment failures and, actioning bank related notifications e.g. requests for information or, notifications of changes to payee (supplier / customer / employee) bank details. Manage the processes supporting the clearing of transactions (payments - electronic methods of payment out)</p>	<p>We will implement the agreed processes to:</p> <ul style="list-style-type: none"> Facilitate payment runs every working day, via Paygate and any other payment systems provided by the Agency in accordance with cash forecasts (in line with the HMT Global Design Principles - P2P Principle 66) Resolve exceptions in a timely manner in consultation with the Agency as appropriate Action bank-related notifications Support the clearing of transactions Settle Government Procurement Card Statements, emergency payments and Foreign Currency payments 	<p>Noting the Service Level standard requested we are confident our service management approach will exceed the Prompt Payment Policy by paying 100% of undisputed and valid invoices from SMEs within 5 days as well as 100% of all undisputed and valid invoices being paid within 30 days (in line with the HMT Global Design Principles - P2P Principle 65)</p> <p>Rather than 98% of valid supplier / non-supplier payments being made within 5 working days of receipt (in line with the HMT Global Design Principles - P2P Principle 64), we are confident we will exceed that target, as well as exceeding 98% of pay runs delivered in accordance with the agreed schedule</p> <ul style="list-style-type: none"> In addition, we will work with the Agency and/ or system provider to optimise automated workflows and controls

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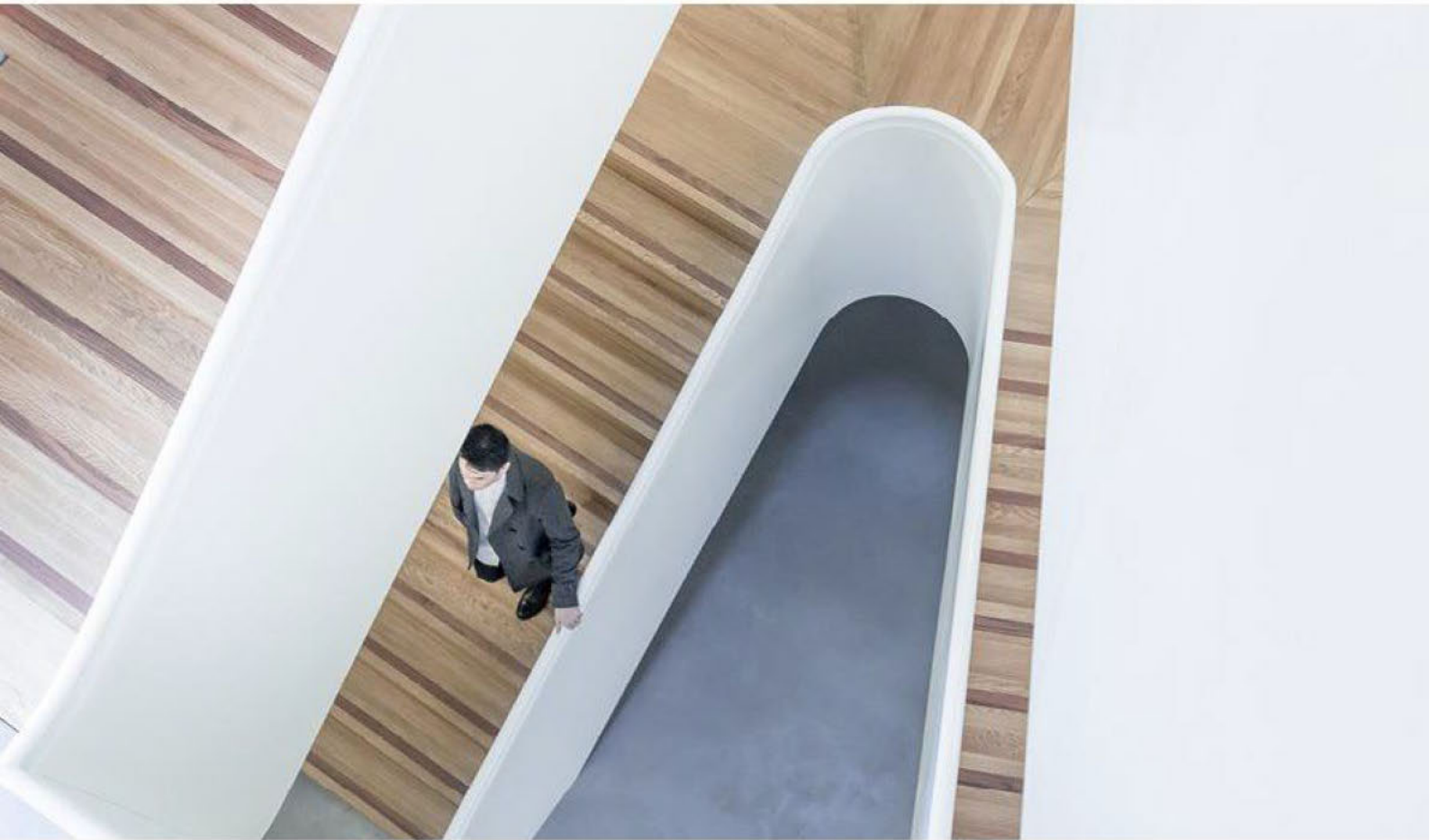
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FSA ERP Finance Business Processes C166485 – Invitation to Tender

Technical Response Question 4.2

June 2023

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Contents

1 Technical Envelope Question 4 - Technical Capability3

1.1 Question 4.23

Response..... 4

Question 4.2

1 Technical Envelope Question 4 - Technical Capability

1.1 Question 4.2

TECHNICAL – TECHNICAL CAPABILITY WEIGHTING 40%

Response Guidance

Potential Bidders MUST answer ALL the following questions. The method of response and evaluation criteria is set per question.

Unless otherwise specified, you must upload your response as attachments.

It is requested that attachments are submitted in Microsoft Word or Excel format and must be in Arial font size 11.

No costings should be included in responses to this Question.

Question Number	Question	Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
4.2	<p>How will you deliver our Order to Cash service as detailed in our requirements in the specification?</p> <p>Please directly refer to each requirement, including outlining the process of cheques and debit card receipts and how you will notify us, and how your approach aligns with HMT's Global Design Principles.</p>	Attachment	60	100	13%

- **Knowledge** - Where we provide staff with easily accessible knowledge resources that are clearly verified by subject matter experts and are updated on both a regular cycle and in advance of any key service events to ensure a consistent and accurate level of service
- **Quality** - Where in addition to automated checks we randomly monitor transactions each month and assess their effectiveness from both a service accuracy and a quality perspective to ensure the optimal client experience and outcomes
- **Performance** - Where staff are performance managed to improve their productivity and deliver service metrics that cascade to all levels, so that officers and managers alike understand how their personal performance supports service delivery excellence
- **Workload** - Where we forecast service demand annually, quarterly, monthly and weekly, matching staff forecasts and activities to service demand. This is so that the performance of the transactional elements of each service is optimised whilst minimising the levels of staff required in meeting the varying demands of the service
- **Development** - Where we ensure that all staff deployed are selected and inducted to give the Agency the optimal skills and capabilities within their service, but are then further trained, coached and supported to deliver the best service possible across similar service functions in line with their career development ambitions
- **Digitisation** – Where we implement our 'Going Digital' programme to drive the use of digital services and reduce manual activity, aiming to deliver a fully digital service
- **Automation** – Where we take a four-stage approach to the delivery of automation within each service line based on digitalising the service, core systems workflow, system integration and Robotic Process Automation

Our approach to these disciplines is encapsulated in the diagram overleaf:

Taken together these core service disciplines will provide the FSA with a level of rigour and attention to detail that delivers a series of marginal gains across every area of service delivery. These gains when aggregated will be fundamental to achieving continuous improvement in service delivery throughout the life of the contract. These services disciplines are evidenced in our long-standing Transactional Finance contract with the Ministry of Justice which has been in place for 25 years and will hopefully provide the FSA with reassurance of our high levels of service delivery and client satisfaction.

Order to Cash

In the table below we set out how we will deliver each requirement, and how our approach aligns with HMT's Global Design Principles

Requirement	How we will deliver	How we will go above and beyond
Managing and matching receivables receipts (including reallocation) and actioning unapplied and unidentified (which are to be posted as unapplied if customer known, or unidentified) receipts; where there is insufficient information to allocate receipts to invoices the available information is to be sent to the FSA within one working day of receipt of payment	<p>We will implement the agreed process to ensure at least 95% of receipts of correctly made payments by volume are allocated to the correct customer invoice within 1 working day of initial receipt of payment without reference to or seeking direction from the FSA.</p> <p>Where receipts do not provide sufficient information to be allocated to the correct customer invoice, we will implement the agreed process to post all of them as unapplied and provide the details of at least 95% of them to the FSA in the agreed format within 1 working day of initial receipt of payment.</p>	<p>Noting the Service Level standards requested, we are confident our service management approach will enable us to exceed 95%. For our existing client London Borough of Bromley, in the last 12 months, we achieved 100% when allocating cash and cheques to the correct customer invoice within 1 working day, including over 4,000 cheques.</p> <p>In addition, in line with HMT Global Design Principles we will:</p> <ul style="list-style-type: none"> • Manage short payments and overpayments in line with the policy and process agreed with the Agency, including any tolerances for small variations (O2C Principle 43) • Manage the updating of receipts for any payment reversals ("bounces") in line with the policy and process agreed with the Agency (O2C Principle 45)

Requirement	How we will deliver	How we will go above and beyond
		<ul style="list-style-type: none"> Support the Agency with regular monitoring of unapplied receipts, including managing refunds authorised by the FSA through Accounts Payable (O2C Principles 51, 52 & 53) <p>Additionally, we will:</p> <ul style="list-style-type: none"> Work with the FSA /system provider to optimise automated workflows where appropriate
<p>Cheques – to be processed upon receipt and notification of receipt to FSA within one working day. Copy of the cheque sheet to be issued to FSA for sign off before banking. Provide an address to the FSA where cheques can be posted.</p>	<p>We will provide an address to the FSA where cheques can be posted. In line with HMT Global Design Principles post will be opened by two members of staff and in the event of any cash receipts they will be documented and reported to the FSA within one working day (O2C Principles 46 & 47)</p> <p>We will implement the agreed process to process cheques upon receipt and notify the FSA within one working day. We will utilise our existing process of daily collections by Loomis from our Cashiering centre to facilitate the banking of cash and cheques.</p> <p>We will provide a copy of the cheque sheet to the FSA for sign off before cheques are banked.</p>	<p>Noting the Service Level standard requested, we are confident our service management approach will enable us to exceed 98%. For our existing contract with London Borough of Bromley, in the last 12 months, we achieved 100% processing of all monies received on the day of arrival, including over 4,000 cheques.</p> <p>In addition, in line with the HMT Global Design Principles we will:</p> <ul style="list-style-type: none"> Ensure, in the event cash or cheques cannot be banked on the day, they are securely stored in a locked safe until the next working day (O2C Principle 50) <p>Additionally, we will:</p> <ul style="list-style-type: none"> Undertake an annual review of our operational security arrangements for the

<i>Requirement</i>	<i>How we will deliver</i>	<i>How we will go above and beyond</i>
		<p>handling and processing of any cheques and cash received, and give a written report with results of the review to the FSA</p> <ul style="list-style-type: none"> • Ensure our Officers undergo annual Anti-Money Laundering training
<p>Debit card payments – provide a notification to the FSA the same working day. All debit card payments to be posted against correct FSA entity.</p> <p>Any queries received regarding the amount to be paid by debit card or cheque to be referred to FSA on the same working day. Any queries received by email, to be forwarded to debt.recovery@food.gov.uk on the same working day.</p>	<p>We will implement the agreed processes to:</p> <ul style="list-style-type: none"> • Enable customers to make a payment through the agreed channels, utilising the systems provided by the Agency • Notify the FSA of all debit card payments the same working day • Post debit card payments to the correct FSA entity • Refer any queries regarding amount to the FSA on the same working day to the specified email address 	<p>We will work with the FSA /system provider to optimise automated workflows where appropriate and explore the business case for utilising Liberata's specialist automation division to apply Robotic Process Automation (RPA) to remove manual processing and reduce the possibility of errors.</p> <p>In addition, in line with the HMT Global Design Principles we also suggest exploring the business case for setting up an online payments page on the FSA website for customer payments, which we can support. (O2C Principle 48)</p>
<p>Manage the processes supporting the clearing of transactions (receipts - cheques and electronic methods of payment), e.g. secure storage and banking of cheques.</p>	<p>We will implement the agreed processes to support the clearing of transactions as described in the table above regarding cheques. For electronic payments, we will implement the process agreed with the Agency utilising the relevant banking and payment systems made available.</p>	<p>In addition, in line with the HMT Global Design Principles we will:</p> <ul style="list-style-type: none"> • Ensure, in the event cash or cheques cannot be banked on the day, they are securely stored in a locked safe until the

<i>Requirement</i>	<i>How we will deliver</i>	<i>How we will go above and beyond</i>
		<p>next working day (O2C Principle 50)</p> <p>Additionally, we will work with the FSA /system provider to optimise automated workflows where appropriate.</p>

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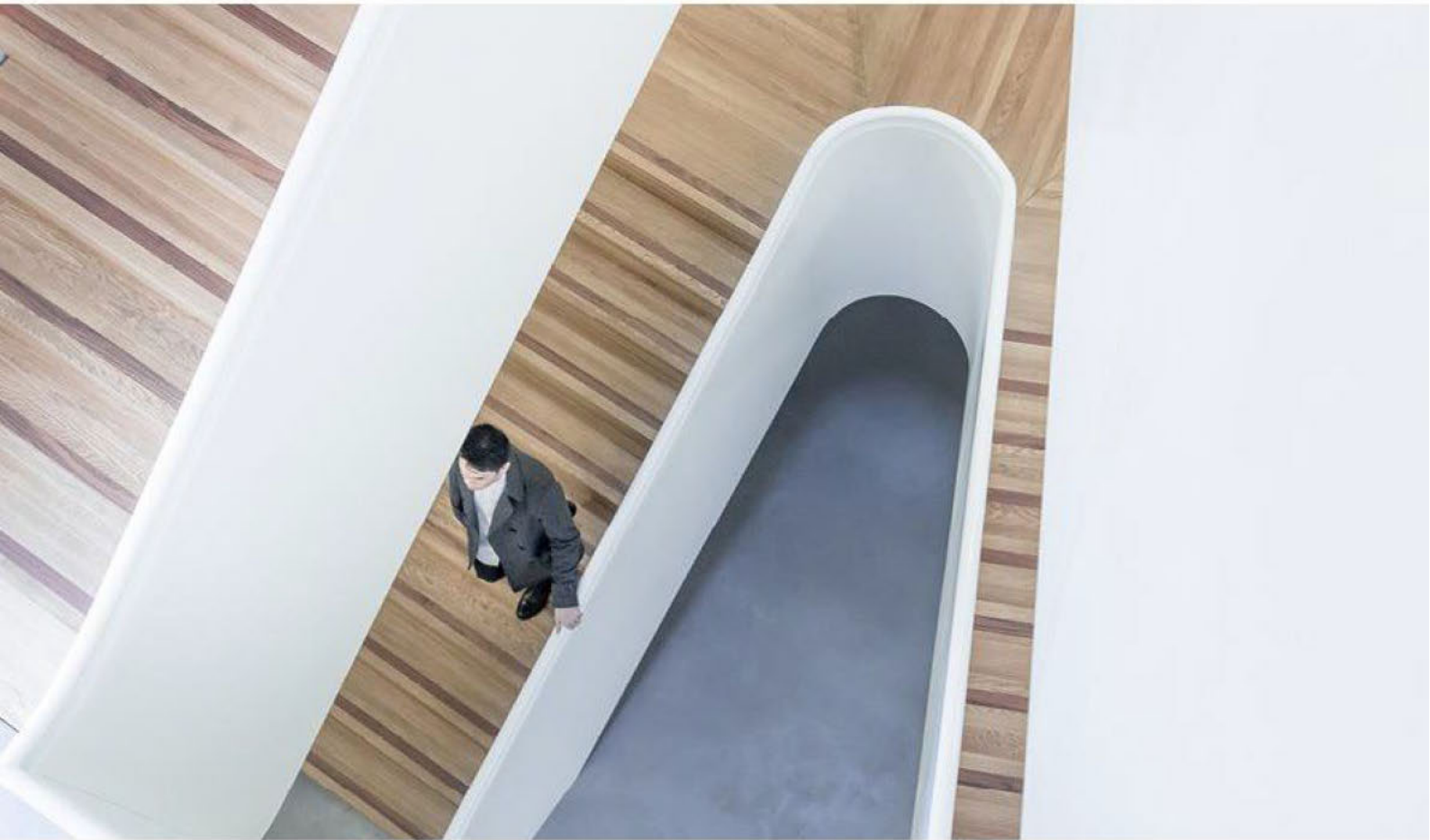
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FSA ERP Finance Business Processes C166485 – Invitation to Tender

Technical Response Question 4.3

June 2023

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Contents

1 Technical Envelope Question 4 - Technical Capability3

 1.1 Question 4.33

Response..... 4

Question 4.3

1 Technical Envelope Question 4 - Technical Capability

1.1 Question 4.3

TECHNICAL – TECHNICAL CAPABILITY WEIGHTING 40%

Response Guidance

Potential Bidders MUST answer ALL the following questions. The method of response and evaluation criteria is set per question.

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No costings should be included in responses to this Question.

Question Number	Question	Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
4.3	How will you deliver our Cash Management service as detailed in our requirements in the specification? Please directly refer to each requirement, noting how your approach aligns with HMT's Global Design Principles.	Attachment	60	100	13%

- **Knowledge** - Where we provide staff with easily accessible knowledge resources that are clearly verified by subject matter experts and are updated on both a regular cycle and in advance of any key service events to ensure a consistent and accurate level of service
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Cash Management

In the table below we set out how we will deliver each requirement, and how our approach aligns with HMT's Global Design Principles

<i>Requirement</i>	<i>How we will deliver</i>	<i>How we will go above and beyond</i>
Retrieve BACS and non-BACS payment schedules from Workday and upload to banking platform each working day.	<p>We will implement the agreed process to retrieve the BACS payment schedules from Workday, and upload them securely to the banking platform each working day.</p> <p>In line with HMT Global Design Principles, we will:</p> <ul style="list-style-type: none"> • Upload files securely to the banking platform each working day (CM Principle 14) • Support relevant Agency controls to ensure access to the online banking platform is tightly restricted, and authorisation protocols for payments are strictly adhered to (CM Principle 11) • Ensure downloaded BACS files are stored in a secure location, restricted to users with specific business justification (CM Principle 48) • Uploads are reviewed to ensure 	<p>We will work with the FSA /system provider to optimise automated workflows where appropriate and explore the business case for utilising Liberata's specialist automation division to apply RPA to remove manual processing from this process and reduce the possibility of errors.</p>

<i>Requirement</i>	<i>How we will deliver</i>	<i>How we will go above and beyond</i>
	they are successfully imported to the system and any exceptions are logged, investigated and resolved on a timely basis (CM Principle 49)	
Bank statements to be retrieved from the banking platform and uploaded to Workday each working day.	<p>We will implement the agreed process to retrieve the bank statements from the Agency's banking platform and upload them to Workday each working day.</p> <p>In line with HMT Global Design Principles, we will:</p> <ul style="list-style-type: none"> • Support relevant Agency controls to ensure access to the online banking platform is tightly restricted (CM Principle 11) • Ensure downloaded bank files are stored in a secure location and restricted to users with specific business justification (CM Principle 48) • Ensure control totals from the statements are captured and checked to ensure statement lines are imported correctly (CM Principle 49) • Review uploads to ensure they are successfully imported to the system, exceptions logged, investigated and resolved on a timely 	<p>We will work with the FSA /system provider to optimise automated workflows where appropriate and explore the business case for utilising Liberata's specialist automation division to apply RPA to remove manual processing from this process and reduce the possibility of errors.</p>

Requirement	How we will deliver	How we will go above and beyond
	reconciliations (CM Principle 106)	
<p>Facilitate the resolution of unreconciled items, working with FSA contacts as required.</p> <p>Reconciling items to be resolved by the following period end unless exceptional circumstances agreed with FSA, and within three periods in all situations.</p>	<p>We will implement the agreed processes to:</p> <ul style="list-style-type: none"> Investigate and resolve unreconciled items in a timely manner, working with FSA contacts as required Reconcile items to be resolved by the following period end unless there are exceptional circumstances agreed with the FSA, and within three periods for all items <p>In line with HMT Global Design Principles, we will:</p> <ul style="list-style-type: none"> Adopt the existing system-based workflow with an audit trail showing the resolution actions and result (CM Principle 46). If no such system-based workflow exists we would work with the Agency/ system provider to identify if one is feasible or investigate a business case for using Liberata specialist resources to create a workflow system to integrate to Workday 	<p>We will work with the FSA /system provider to optimise automated workflows where appropriate</p>

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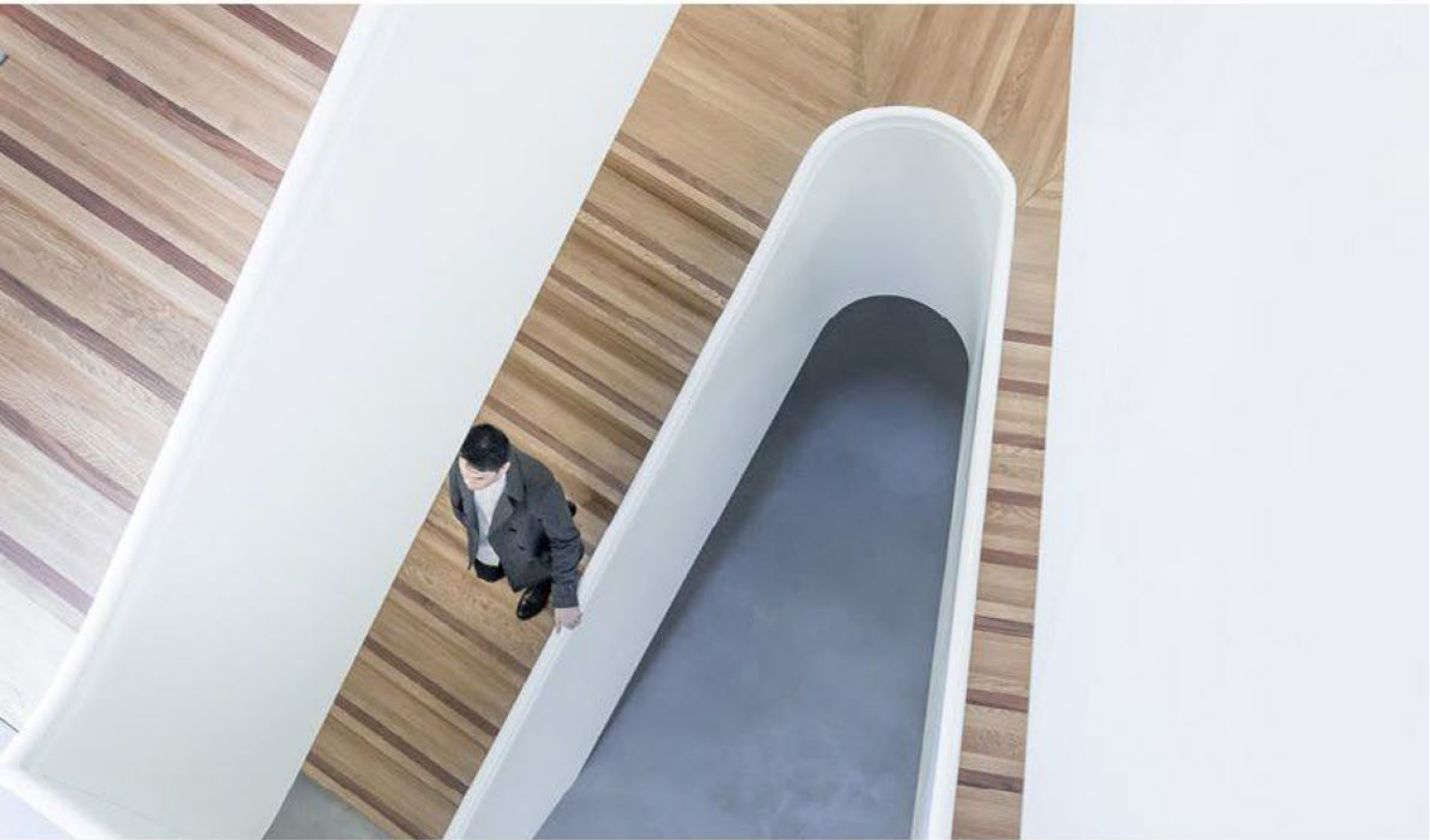
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FSA ERP Finance Business Processes C166485 – Invitation to Tender

Technical Response Question 5.1

June 2023

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Contents

1 Technical Envelope Question 5 – Contract management.....3

 1.1 Question 5.13

Response..... 4

Question 5.1

1 Technical Envelope Question 5 – Contract management

1.1 Question 5.1

TECHNICAL – CONTRACT MANAGEMENT

WEIGHTING 10%

Response Guidance

Potential Bidders MUST answer ALL the following questions. The method of response and evaluation criteria is set per question.

Unless otherwise specified, you must upload your response as attachments.

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No costings should be included in responses to this Question.

Question Number	Question	<u>No</u> costings should be included in re Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
5.1	Please provide a summary of the key risks that you identify within the delivery of the contract, summarising: <ul style="list-style-type: none">- The key risks to delivering these services- what mitigations/contingencies will be put in to deal with them to ensure services are delivered	Attachment	60	100	2.5%

Response

Introduction

Our service delivery teams manage risk and security effectively through our Risk Management Approach – ASSURE.

At its core, there are three lines of defence:

- **1st Control** - the service delivery management team are responsible for risk identification and management, including controls and action delivery
- **2nd Compliance** - Technical specialists provide support and monitor risk management
- **3rd Audit** - Internal/External Audit independently assure operational integrity of 1st/2nd lines

Risks are identified and managed using a tiered structure:

- **Tier-1 Strategic & Corporate:** Risks that threaten long term objectives or competitive position, or impact multiple contracts/business areas
- **Tier-2 Operational:** Risks specific to the Buyer's service, e.g. data breach, critical supply chain interruption
- **Tier-3 Process:** Risks re individual service objectives, e.g. customer correspondence errors

The key risks that we have identified for the delivery of this contract are summarised below.

Summary of Key Risks and Mitigations

<i>Risk</i>	<i>Mitigations</i>	<i>Responsibility</i>
Mobilisation of the new ERP system in time for service delivery to commence on schedule	• Effective two-way communication during the implementation period regarding system readiness including full transparency of any potential issues	Liberata and FSA
	• All processes and procedures to be adequately documented and tested on time in accordance with the Implementation Plan	FSA
	• All necessary data to be cleansed and successfully migrated from the previous ERP	FSA
	• Reduction or removal of SLAs and service credits or re-visiting the commercial agreement for an agreed period should system issues significantly impede service delivery	Liberata and FSA

Availability of FSA staff to support the implementation, especially for	<ul style="list-style-type: none"> Ensuring key staff absences during the implementation period are understood and communicated in advance, and adequate contingency is planned 	FSA
---	--	-----

Risk	Mitigations	Responsibility
training and knowledge transfer	<ul style="list-style-type: none"> Remote learning tools, e.g. self-service online learning, to be used where possible 	FSA
Processing backlogs	<ul style="list-style-type: none"> Any backlogs to be identified and communicated as early as possible during Implementation Backlogs are dealt with and managed outside the contracted SLAs and commercial arrangements Liberata will provide bespoke estimates of costs to clear backlogs 	FSA FSA and Liberata Liberata
Attracting and retaining appropriately skilled and experienced staff	<ul style="list-style-type: none"> Attractive packages and working arrangements Development opportunities Succession and staff absence planning 	Liberata Liberata Liberata
Erroneous and/or fraudulent processing	<ul style="list-style-type: none"> Detailed policies and procedures Robust control systems and processes Fully trained and experienced staff Segregation of duties Appropriate and robust monitoring, reporting, and oversight 	Liberata and FSA Liberata and FSA Liberata Liberata and FSA Liberata and FSA
Performance deterioration	<ul style="list-style-type: none"> Regular monitoring and data analysis KPI data validation Efficient processes that optimise the use of automation and advanced technologies 	Liberata Liberata and FSA Liberata and FSA
Cybersecurity and data security	<ul style="list-style-type: none"> Ensure below measures are in line with the FSA's and Liberata's Information Security Management Systems Appropriate access controls Robust systems with adequate support and tested business continuity/disaster recovery/crisis management arrangements Robust policies and procedures 	Liberata and FSA Liberata and FSA Liberata and FSA Liberata and FSA

Our Service Delivery Manager will initiate the Risk Register during the implementation phase and closely monitor it throughout. Subsequently, the Service Delivery Manager will maintain the Risk Register, incorporate it into the Management Information Pack, and discuss it at the bimonthly Service Review Meetings.

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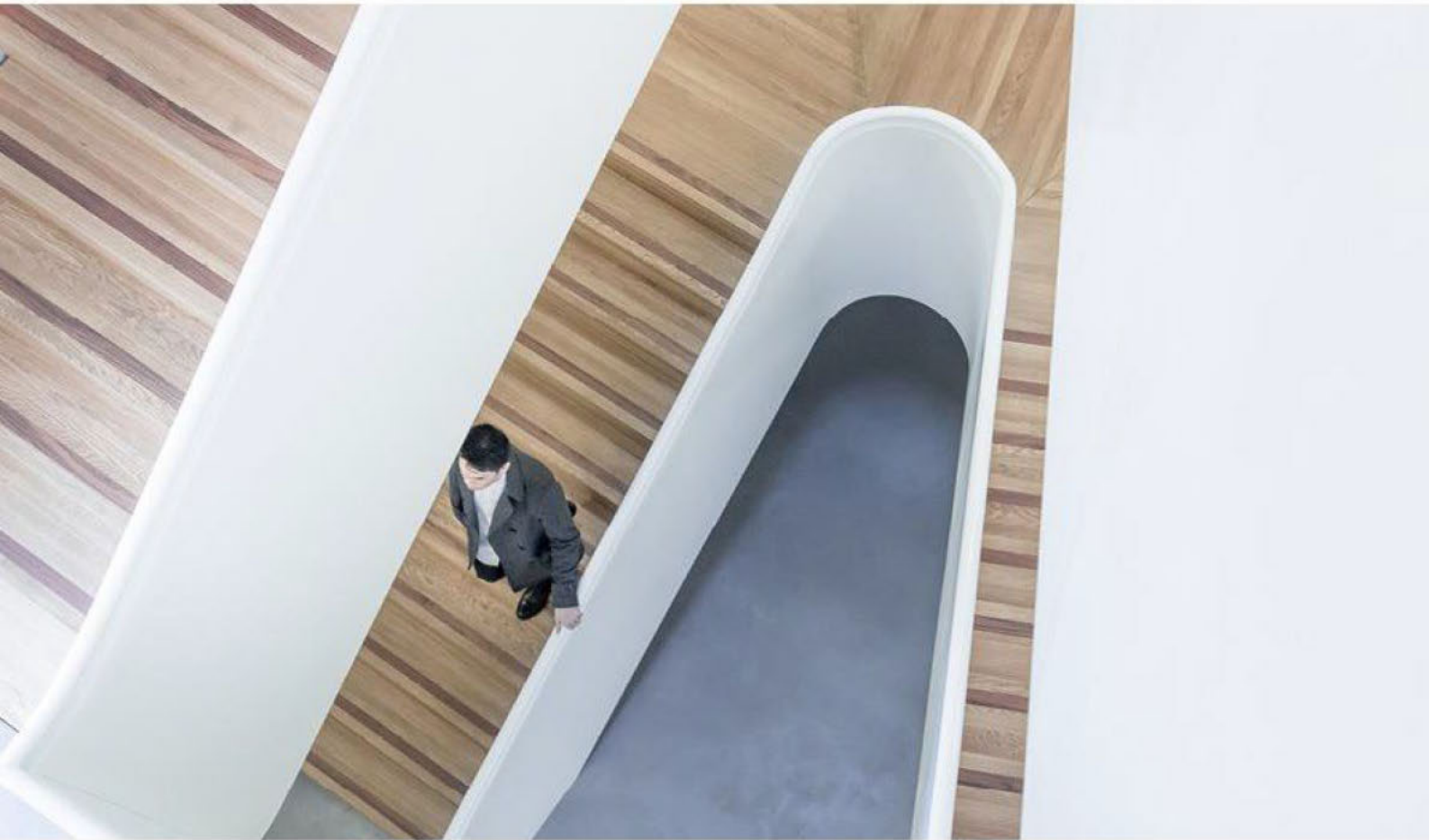
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Technical Response Question 5.2

June 2023

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Contents

1 Technical Envelope Question 5 – Contract management.....3

 1.1 Question 5.23

Response..... 4

Question 5.2

1 Technical Envelope Question 5 – Contract management

1.1 Question 5.2

TECHNICAL – CONTRACT MANAGEMENT

WEIGHTING 10%

Response Guidance

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No costings should be included in responses to this Question.

Question Number	Question	<u>No</u> costings should be included in re Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
5.2	Please detail the proposed operational team to deliver this including key roles, as well as your escalation process for any issues that occur over the life of the contract	Attachment	NA	NA	0

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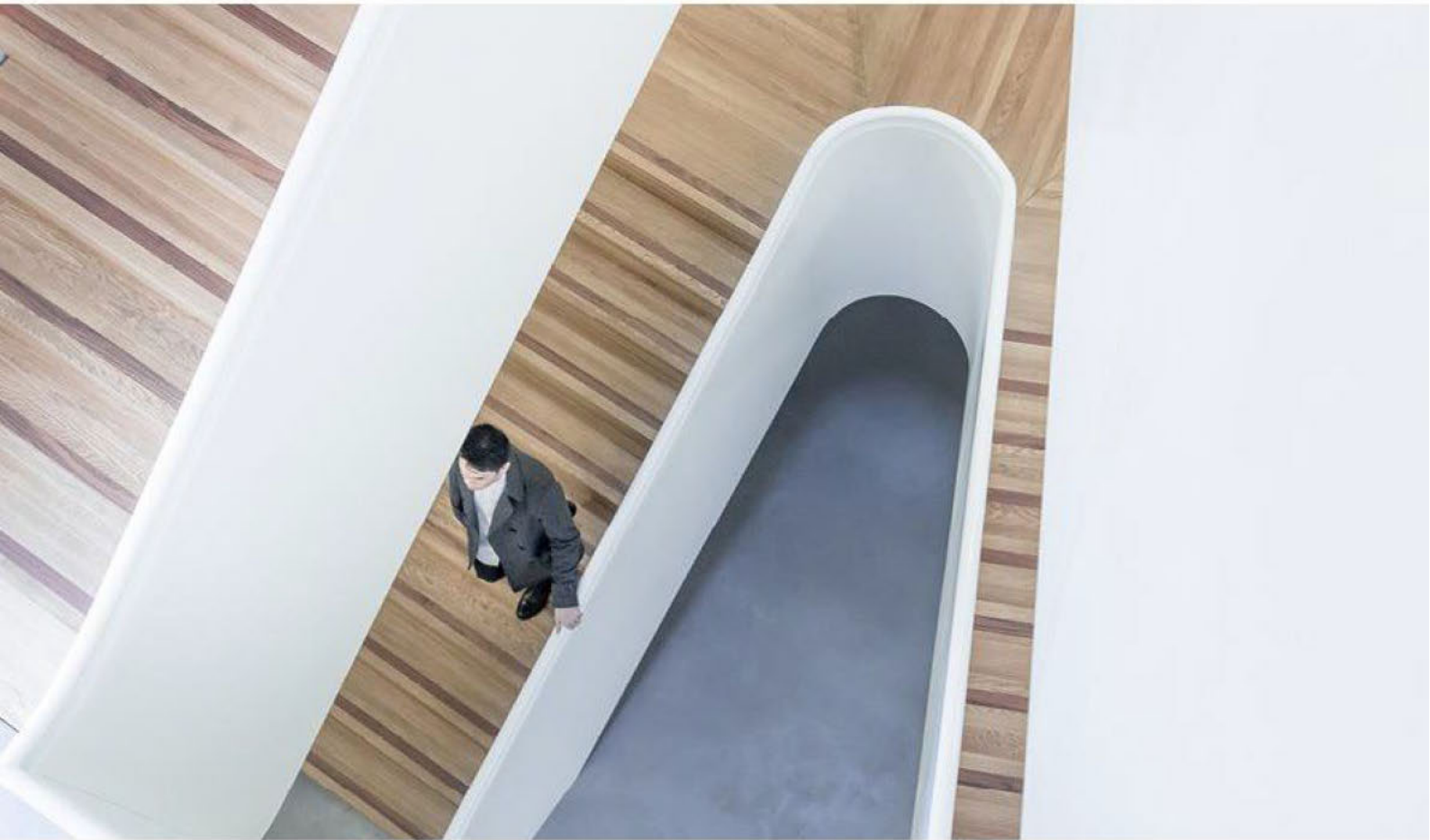
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Technical Response Question 5.3

June 2023

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Contents

1 Technical Envelope Question 5 – Contract management.....3

 1.1 Question 5.33

Response..... 4

1 Technical Envelope Question 5 – Contract management

1.1 Question 5.3

TECHNICAL – CONTRACT MANAGEMENT**WEIGHTING 10%****Response Guidance**

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Question Number	Question	<u>No</u> costings should be included in re Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
5.3	Please detail your proposed reporting solution on service Levels for this service, including how you will provide the Authority with high quality and usable reports on key service metrics. Please include detail as to how you will communicate this data through Bimonthly Service review meetings and how this data will be used to manage risks and identify opportunities to improve the service	Attachment	60	100	2.5%

Response

Proposed Reporting Solution

During the implementation period we would review and agree the detail of the reports required from Workday and the process for obtaining them. As per the response to the clarification question (ref Row 38) we understand that all of the required reporting will be available from Workday.

The Management Information reports (reference Section 7 of the Statement of Requirements) and KPI reports (reference Section 13 of the Statement of Requirements) are required monthly and we would expect to provide the reports within 4 working days of the end of each month, unless otherwise agreed. As a minimum, the reports would cover the areas specified in the Statement of Requirements.

We will present the reports in a monthly Management Information Pack. The Pack will include details of relevant monthly and year-to-date data, as well as analysis and commentary on the performance during the period.

The pack contents will be tailored to include any specific requirements of the Agency and we would expect to include at least the following:

- KPIs and performance against Service Levels – analysis and commentary
- Risks and Issues log including progress report on previously agreed resolution or mitigation plans. Risks will be assessed in terms of severity and impact and mitigating actions captured
- Improvements Identified log, including progress report on previously agreed improvements
- Log of any issues escalated by the Agency during the period, the outcome and lessons learned, or, if not resolved, a progress report

Over and above the Monthly Information Pack, we will run the reports (system-permitting) at least on a weekly basis to monitor performance. We will also look to utilise system dashboards, (system-permitting) to allow management to monitor transactions and performance on as near a real-time basis as possible, allowing the team to identify, analyse and respond to any issues as soon as they arise.

Across our client base we have over 2,500 different KPIs in place so we are well versed in monitoring these and providing updates where required. We will also use this reporting to suggest any areas for improvement which could be of benefit to the services being delivered to the Agency.

Communication Through Service Review Meetings

We will attend the bimonthly virtual meetings to review performance against targets. Our attendees will be Service Delivery Manager Elaine Ledingham and Operations Manager Oliver Wheeler, who have responsibilities across all areas of service delivery for the contract.

The Operations Manager will present the Management Information Pack, as described above, and the Service Delivery Manager will support with identifying any risks, issues or actions and suggestions to continually improve performance.

This approach is part of our standard Operating Model, which provides a proven way to maximise benefits for our clients, based on years of experience of successful delivery of Transactional Finance services such as with the Ministry of Justice. Central to this is our Quality Management Framework, including the disciplines of Quality and Performance Management, which drive continuous improvement across all aspects of service delivery, as well as managing risk appropriately.

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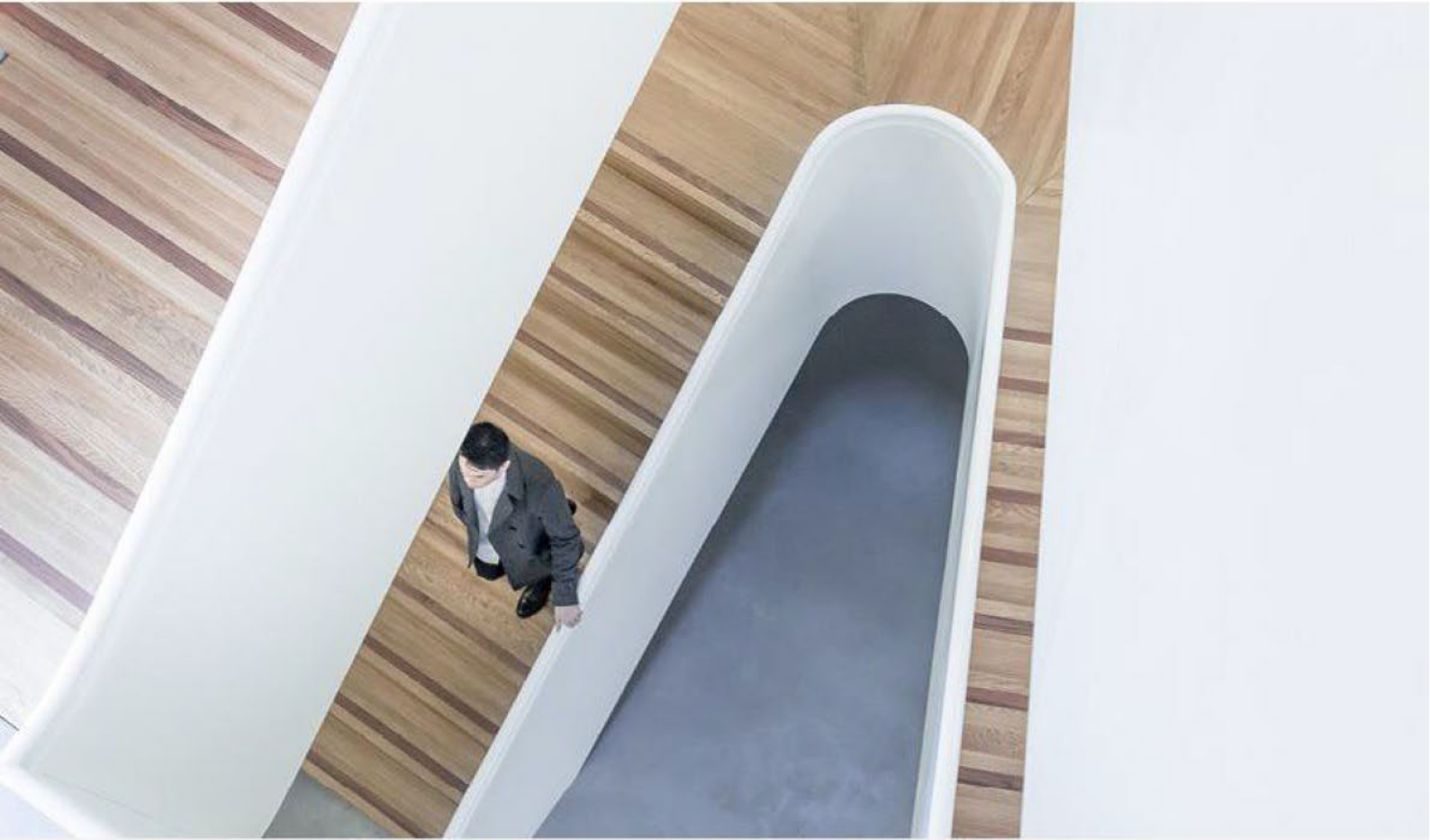
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FSA ERP Finance Business Processes C166485 – Invitation to Tender

Technical Response Question 6.1

June 2023

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Contents

1 Technical Envelope Question 6 - Implementation.....3

 1.1 Question 6.13

Response..... 4

Question 6.1

1 Technical Envelope Question 6 - Implementation

1.1 Question 6.1

TECHNICAL - IMPLEMENTATION

WEIGHTING 20%

Response Guidance

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No costings should be included in responses to this Question.

Question Number	Question	Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
6.1	Please detail how you will ensure services can begin in line with the September 2023 start date, including your onboarding / implementation plan, timetables and requirements and expectations from the FSA to facilitate this.	Attachment	60	100	11.25%

Implementation Plan

An overview of the proposed Implementation Plan is shown in the diagram below. This includes all the key activities and milestone dates to achieve the contract start date of 1st September 2023.

Implementation Plan	Week commencing							
Activity	24-Jul	31-Jul	07-Aug	14-Aug	21-Aug	28-Aug	04-Sep	11-Sep
Contract Award Kick								
Off Meeting								
Contract Completion								
Data Protection Impact Assessment Process								
Discovery								
System User Identification								
System Access Provision Process								
Review								
System Training								
Client Procedures Training								

The key activities are as follows:

- **Contract Award** – reflecting the proposed award date of 28th July
- **Kick Off Meeting** – which would ideally be held on 28th July or as close to it as possible. At this meeting we will introduce key team members and discuss each component of the proposed implementation plan and timings, making agreed adjustments and refinements to the plan as required, for example to take account of holiday bookings of team members from both the FSA and Liberata. It is important that we have this meeting immediately following contract award as this will allow us to identify and implement any changes required for the overall project plan and also receive an update from you as to how the Workday system migration is progressing
- **Contract Completion** – where the contractual formalities are completed and contracts signed by both parties
- **Data Protection Impact Assessment (DPIA) / Data sharing**– where we complete our DPIA and obtain approval from our Information Governance Manager. During this stage we will also agree how data will be shared and ensure you have copies of what is agreed for your records in line with GDPR regulations
- **Process Discovery** – where we review the procedures guides and process maps provided and walk through them at a high-level with the Agency's team
- **System User Identification** – where we identify and confirm new users for the Agency's systems
- **Systems Access Provision** – where new users are set up with appropriate access rights
- **Process review** – where processes explored during Process Discovery are reviewed and confirmed
- **System Training** – where new users are provided with essential system training by the FSA/ system provider
- **Client Procedures Training** – where new users are trained in the FSA's procedures by the FSA

- **Detailed Process & Procedures Agreed** – where the procedures to be implemented are reviewed and agreed at a more detailed level. This will include any changes to procedures agreed to date
- **KPIs Agreed** – where the KPIs and reporting format are agreed. Reports required to monitor the KPIs should be provided by the FSA and reviewed at this stage
- **Supplier & Customer Communication** – where suppliers and customers are contacted to introduce Liberata and notify them of any changes to contact points. We would suggest this communication is sent by the FSA and we are happy to support any wording required around this
- **Go Live Communication** – where communications are sent to FSA staff as required to inform them of the new arrangements in place
- **Cut Over** – where the Liberata team take over processing for the first time
- **Stabilisation** – a period of hypercare to ensure that implementation is successful

Service Delivery Manager, Elaine Ledingham and Operations Manager, Oliver Wheeler, will be your main contact points during Implementation and will ensure regular two-way communication and progress meetings take place, ensuring any risks or issues which arise are effectively assessed and managed.

Requirements and Expectations from the FSA

To facilitate a successful implementation, we would require:

- Introduction to the main points of contact from the FSA over the implementation period as soon as possible after the award date, to ensure effective two-way communication is in place
- An effective decision-making process during implementation so that any required policy, process, contractual decisions or significant risks and issues can be addressed promptly by the FSA
- The Workday system to be ready in advance of the agreed System Access Provision date
- Facilitation to access Paygate and the banking platform by the System Access Provision Date
- Reports to provide the information to monitor the KPIs to be written and tested ahead of the KPIs Agreed stage
- All necessary data to be cleansed and successfully migrated from the previous ERP
- All processes and procedures to be adequately documented and tested ahead of the agreed Process Discovery start date
- Any backlogs in processing to be identified and communicated to Liberata as soon as possible for our consideration
- Support from the FSA for any handover engagement required with the incumbent supplier
- Information security review and approval in a timely manner
- Staff availability to support the implementation, especially for training and knowledge transfer
- Adequate post-mobilisation support for the envisaged hypercare period

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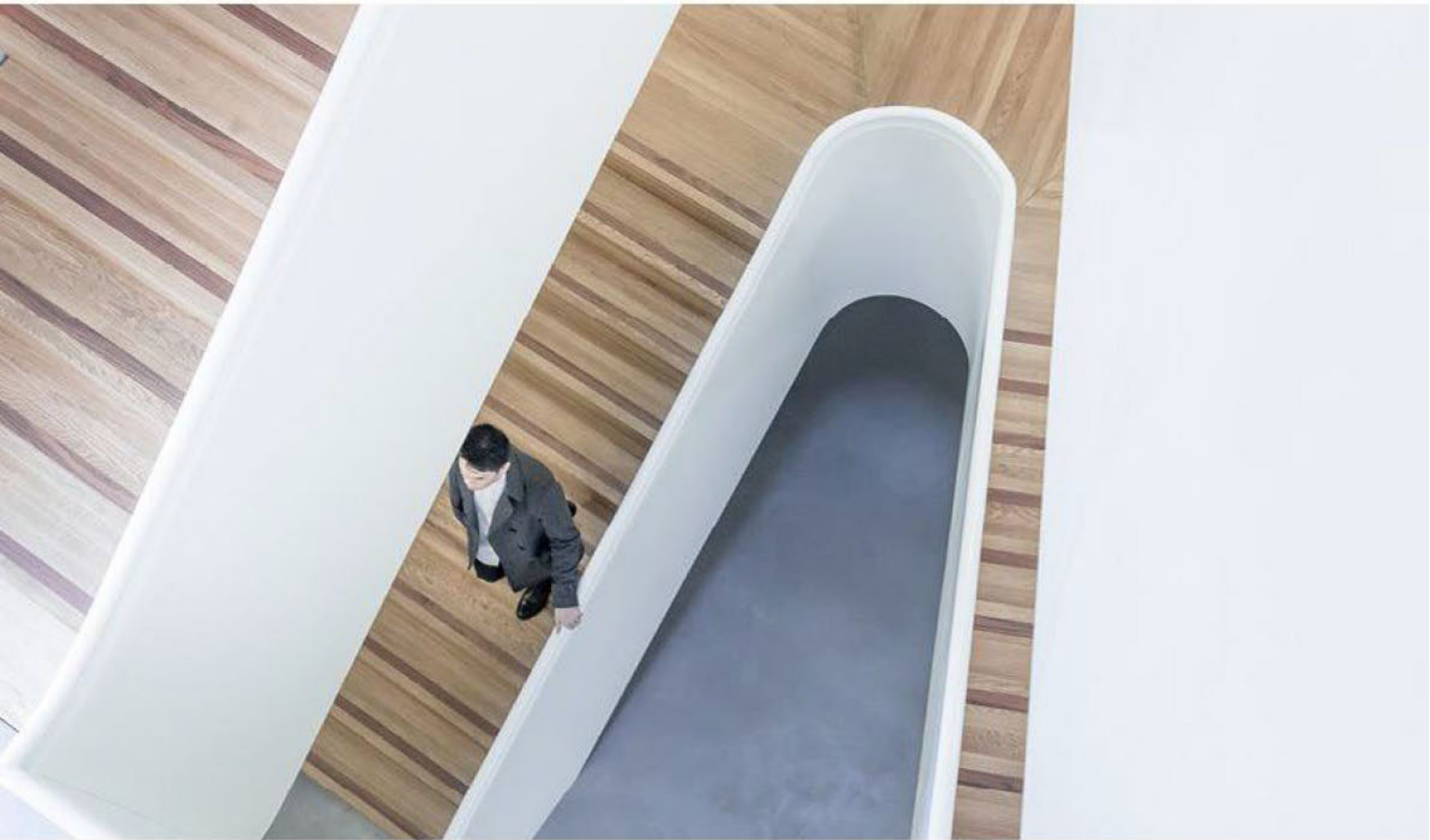
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FSA ERP Finance Business Processes C166485 – Invitation to Tender

Technical Response Question 6.2

June 2023

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Contents

1 Technical Envelope Question 6 - Implementation.....3

 1.1 Question 6.23

Response..... 4

1 Technical Envelope Question 6 - Implementation

1.1 Question 6.2

TECHNICAL - IMPLEMENTATION

WEIGHTING 20%

Response Guidance

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Question Number	Question	Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
6.2	Please detail how will you meet any accessibility requirements and how you will ensure any meetings are inclusive provide reasonable adjustments for all who require these over the course of onboarding?	Attachment	60	100	3.75%

Response

How We Will Meet Accessibility Requirements

Liberata wholeheartedly supports the principle of equality of opportunities in employment and opposes all forms of unlawful or unfair discrimination. We believe that it is in the best interests of Liberata and those who work within it to ensure that the talents and skills available from the whole community are utilised in our workforce.

These principles are enshrined in Liberata's Equality and Diversity Policy and Procedure, and all staff are mandated to undertake training and pass a test on Equality and Diversity upon joining the company and on an annual basis thereafter.

The Equality and Diversity Policy and Procedure is implemented within the framework of relevant legislation, which includes:

- Equality Act 2010
- Equality Act (General Duties) 2011
- Trade Union and Labour Relations (Consolidated) Act 1992
- Modern Slavery Act 2015

In addition, Liberata endeavours to ensure that good practice is employed, over and above minimum legal requirements and drive continuous improvement in this area.

Everyone at Liberata is responsible for ensuring equality of opportunity within the company:

- **Executive Team** - The Executive Team is responsible for ensuring that a policy and procedure is in place and that employees are aware of their responsibilities
- **Managers** - Managers are responsible for implementing, monitoring and actively promoting the policy and acting within the procedures
- **Employees** - Employees are responsible for behaving in a manner that reflects the spirit and intention of the policy and for reporting any actions that may be viewed either as discrimination or harassment
- **Human Resources Director** - The HR Director monitors its application and ensure that any requirements to amend it are actioned as soon as reasonably practicable
- **Trade Unions** - The Trade Unions can support the application of the policy and procedure by working within it and providing feedback as appropriate

Liberata will take all necessary steps to ensure that the needs of people with disabilities are considered, particularly regarding recruitment, promotion, transfers, and learning and development.

In addition, we will consult with individuals and seek expert help as appropriate in order to ensure that reasonable adjustments are made to help employees within their role.

At a practical level, as part of the ongoing service delivery of this contract we will be using the FSA's systems, e.g. Workday, and we will be able to offer and utilise the same accessibility features as now. Our trained management team are experienced in ensuring accessibility for all staff to do their jobs effectively. They will be able to identify requirements and utilise features or work with the FSA / IT Support to take advantage of accessibility features and tools in order to provide the best possible user experience.

Where further adjustment is required, we have experience of working with many popular assistive technologies from third parties that may be suitable, e.g. Typetalk, the national telephone relay service for people with communication difficulties.

During onboarding we intend to utilise Microsoft Teams for meetings, and the software has many accessibility features to help people with different abilities to participate in and contribute to meetings, read messages, and engage in discussions. For example:

- Transcriptions and captions enabling people with a hearing impairment, for example, to follow a meeting audio as text
- Recording the meeting enabling participants with cognitive impairments to revisit the points discussed in their own time and review what they might have missed the first time

We also have experience of supporting screen reader programmes such as Microsoft's Narrator, which is compatible with Microsoft Teams and helps people with visual or cognitive impairments.

As an example of where we have put this into practice in an area relevant to this contract, we have an employee with a profound hearing impairment in our Accounts Payable Team. We use the "speech to text" tool for Microsoft Teams meetings and also utilise a trained Signer when having departmental face-to-face meetings. Locally, we have a number of employees and managers who have independently learned British Sign Language (BSL) in order to aid the communication process on a work and social level. We have also implemented an emergency text alert linked to the fire alarm in the local office as well as adding a visual aid to show when it is activated.

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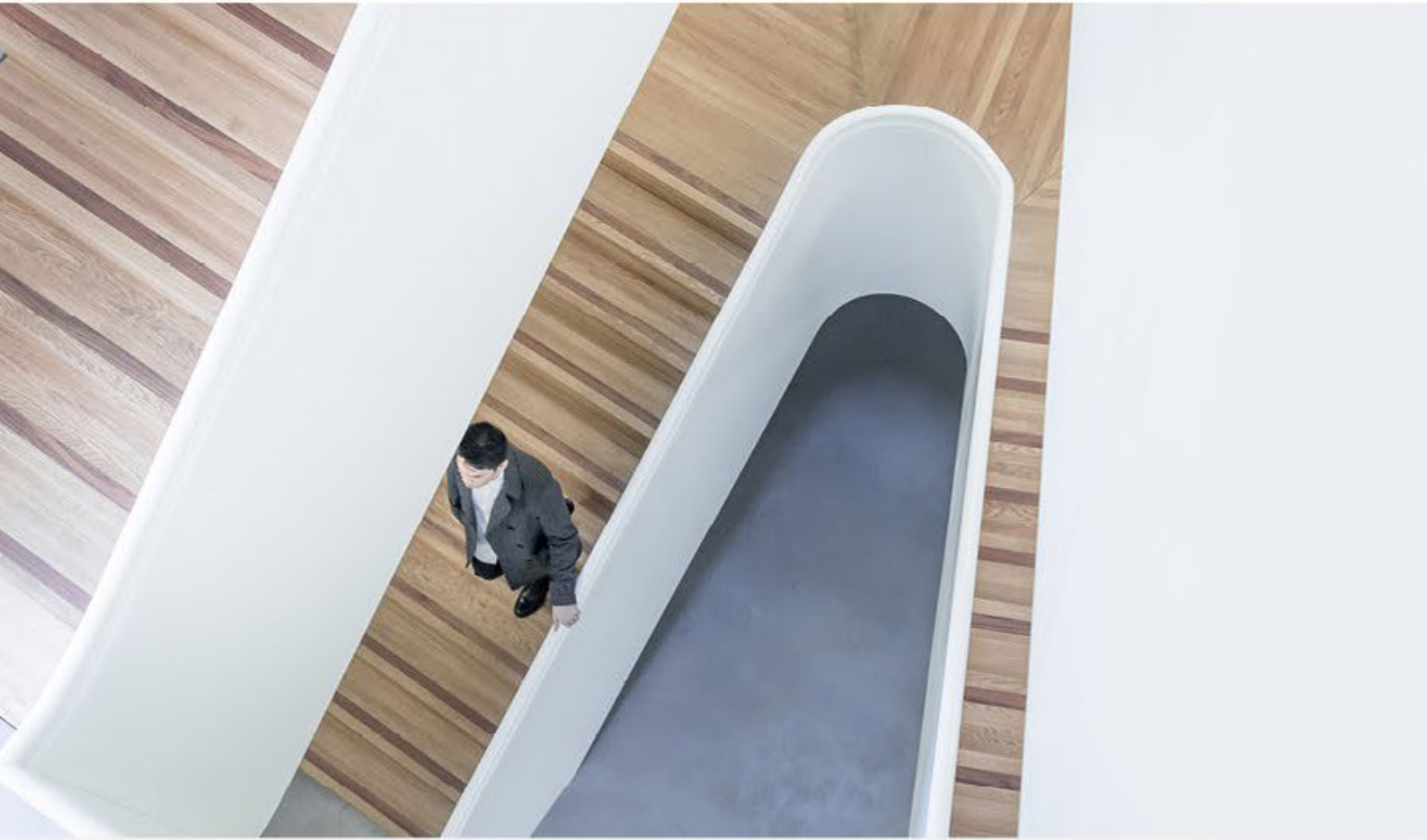
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FSA ERP Finance Business Processes C166485 – Invitation to Tender

Technical Response

Question 7.1

Contents

1	Technical Envelope – Social Value	83
1.1	Question 7.1	83
Response		85

Question 7.1

Technical Envelope – Social Value

Question 7.1

TECHNICAL – Social Value

WEIGHTING 10%

Response Guidance

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Question Number	Question	Your Response	Minimum Acceptable Score	Maximum Available Score	Weighting
7.1	The FSA has selected three themes from the Social Value Model - Fighting Climate Change Equal opportunity Wellbeing Using a maximum of 3 A4 pages, please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria for at least	Attachment	60	100	10%

	<p>one of these themes. Please include -</p> <ul style="list-style-type: none"> ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. <p>You should include but not be limited to -</p> <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency 				
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Theme 5 Wellbeing Policy Outcome - Improve health and wellbeing - Method Statement

Liberata's service DNA embraces social value, which is fully reflected in the services we offer on behalf of our clients. This includes supporting customers in financial distress, providing assistance with their affairs, offering additional support as needed, and promoting the wellbeing of our contract workforce.

To achieve this, we have implemented proven initiatives that promote healthy lifestyles and raise awareness about key health issues. These initiatives directly benefit our contract workforce and extend our influence to inspire positive change in our wider network.

Liberata actively prioritises a healthy work environment through inclusive recruitment, development strategies, and retention initiatives. We maintain high standards of occupational health and safety through our ISO 45001 accreditation. Our commitment to employee wellbeing has been recognised as we were named finalists in the esteemed 'The Engagement Excellence Awards (2022) for Best strategy in supporting employee wellbeing'.

Our Prevention First approach emphasises the benefits of good health and provides direct support when needed. Liberata Managers receive training to cultivate a supportive team environment and address inequalities. Every individual, regardless of their personal or professional health challenges, feels valued and supported. Our initiatives align closely with UK government standards, including the "Mental Health at Work Commitment" and the "Thriving at Work" report.

Liberata extends our influence beyond our immediate service scope by engaging stakeholders, collaborating with external organisations, experts and professionals in mental health. Through industry forums, webinars and online events focused on employee wellbeing, we share insights and strategies to inspire organisations and employees to prioritise their health and wellbeing.

MAC 7.1 - Supporting Health and Wellbeing in the Workforce

To support the health and wellbeing of our contract workforce, we will continue to deliver the following initiatives that will be extended to include the teams delivering the services within the scope of this procurement upon contract commencement.

Preventative Measures

- **Ergonomic Assessments and Equipment Provision** - We annually assess the ergonomics of our contract workforce's workstations and equipment to minimise work-related injuries and promote long-term physical health. We require all employees to undergo mandatory training yearly, covering essential topics like maintaining mental and physical wellbeing, fostering a healthy work-life balance, understanding stress management techniques, recognising signs of burnout, and effectively utilising available support resources within our organisation
- **EAP and Health Assessments** - In line with our commitment to employee wellbeing, we have an Employee Assistance Program (EAP) and regular health assessments. These initiatives proactively address any potential health issues and provide necessary support and resources to ensure the overall wellbeing of our employees
- **Promoting Fitness and Community** - We organise sports groups at local business centres, offering activities like running, cycling, and badminton. These groups encourage exercise and teamwork. For instance, our regular "World Walking" challenge inspired employees to increase activity levels and incorporate more movement into their routines
- **Collaboration with Health Partners** - We have partnerships with professional health organisations to prioritise the wellbeing of our contract workforce. Through these collaborations, we provide comprehensive health screenings, ensuring early detection of potential health issues and active management of our employees' wellbeing
- **Flu Vaccinations** - We prioritise the health and wellbeing of our employees by providing flu vaccinations to all employees. This proactive measure helps minimise the risk of illness during flu seasons and contributes to their overall wellbeing
- **Regular Health Promotion Campaigns** - We regularly organise health promotion campaigns, often in conjunction with national / worldwide campaigns such as Mental Health Awareness Week and National Walking Month. These campaigns aim to raise awareness about key health issues and offer practical guidance for maintaining good health

Supportive Measures

- **Mental Health Support** - We prioritise the mental well-being of our contract workforce by providing a comprehensive Employee Assistance Program, including confidential counselling services, to all employees including those working on this contract. We also offer mindfulness training and relaxation workshops as part of our stress reduction programs. Our mental health initiatives, including our bite sized mindfulness training sessions, empower employees with effective coping mechanisms and the necessary support to manage stress
- **Flexible Working Arrangements** - Recognising the importance of work-life balance, our WorkSmart approach offers flexible working arrangements tailored to the individual needs of our contract workforce. This includes options for remote work, providing increased flexibility and promoting a better work-life balance
- **Health Promotion Activities** - We are fully dedicated to promoting the health and wellbeing of our contract workforce through a range of initiatives. These carefully designed activities are designed to promote better mental health, encourage physical activity, raise awareness about nutrition and provide valuable resources for a healthy and balanced lifestyle. Given the rise in remote and hybrid working, we deliver most of these initiatives through online webinars and various online tools, ensuring widespread access for our entire workforce
- **Mentoring Support Scheme** - Our Executives take an active role as mentors to managers, showcasing our dedication to promoting wellbeing. Through our mentoring support scheme, employees have access to professional help and coaching, empowering them to excel in their roles and enhance their overall wellbeing
- **Fair Compensation** - We firmly believe in fair compensation for our contract workforce. Our pay structures are designed to be competitive and equitable, recognising the valuable contributions made by each employee and aligning with the principles of 'good work'

MAC 7.2 - Influencing Support for Health and Wellbeing

Our proactive measures extend beyond our contract workforce to reach all employees, clients, partners and wider communities. Acknowledging the diverse groups and needs of these stakeholders, we are committed to a comprehensive approach that promotes and supports health and wellbeing.

- **Raising Awareness** - We promote physical and mental health through our 'Wellbeing Centre' and monthly Health and Wellbeing newsletters. These resources set an example for health-conscious practices we promote. We conduct webinars and distribute tailored resources to positively influence the wider network. Our goal is to inspire health-conscious behaviours and create a supportive environment for wellbeing
- **Engaging Stakeholders** - We involve our stakeholders, including employees, clients and partners, in shaping our health and wellbeing initiatives. Through meetings, surveys and open forums, we invite input and create a collaborative space to address unique challenges and promote wellbeing
- **Sharing Best Practices** - Liberata actively participates in industry forums, webinars and online events focused on health and wellbeing. Through these platforms we share insights, strategies and best practices that inspire other organisations and individuals to prioritise their health and wellbeing. We also use our internal H&S Coordinators Network as a valuable communication tool and means of sharing best practice throughout the company
- **Training and Education** - We offer training and education sessions on the importance of health and wellbeing to our contract workforce and wider employees. Through our initiatives, we provide valuable tools and strategies for maintaining a balanced and healthy lifestyle
- **Volunteering:** Our employees prioritise well-being and contribute to the communities we serve. Through our Charity Committee, we support local communities, health organisations, environmental causes, and personal charitable initiatives, extending our impact beyond our organisation

Timed Action Plan

To effectively implement our commitment and monitor its impact, we have developed the following timed project plan and process.

Year 1	Year 2	Year 3
<ul style="list-style-type: none"> • Conduct comprehensive assessment of contract workforce's health and wellbeing • Develop tailored objectives and action plans based on assessment • Implement targeted initiatives for physical and mental health (e.g., flexible working, training, awareness campaigns), if appropriate 	<ul style="list-style-type: none"> • Monitor effectiveness through audits, surveys and feedback • Analyse results and adapt strategies for improvement • Enhance stakeholder engagement through workshops and focus groups 	<ul style="list-style-type: none"> • Consolidate successful initiatives • Expand support programs based on evolving needs • Continuously monitor, measure and report on impact

Executive and Operational Accountability

Our Chief Executive Officer, Charlie Bruin, holds ultimate responsibility for executing our health and wellbeing commitment. He provides strategic guidance, secures the necessary resources and actively supports the initiatives.

Key roles in implementing our health and wellbeing initiatives include:

- **Jonathan Watts, as our Director of HR & Organisational Development**, plays a critical role. A member of our Executive team, he oversees the day-to-day management of our health and wellbeing initiatives. He ensures alignment with goals, coordinating activities and fostering collaboration with external organisations and stakeholders
- **Sue Cranstoun, as Health and Safety Director**, plays a pivotal role in ensuring the health, safety and wellbeing of our contract workforce. Her duties involve developing policies, conducting risk assessments, monitoring compliance and driving continuous improvement in these areas

Each role is vital in ensuring that our commitment to health and wellbeing is effectively implemented and brings about real, positive changes to our contract workforce and wider stakeholder groups.

Metrics, Data Gathering and Reporting

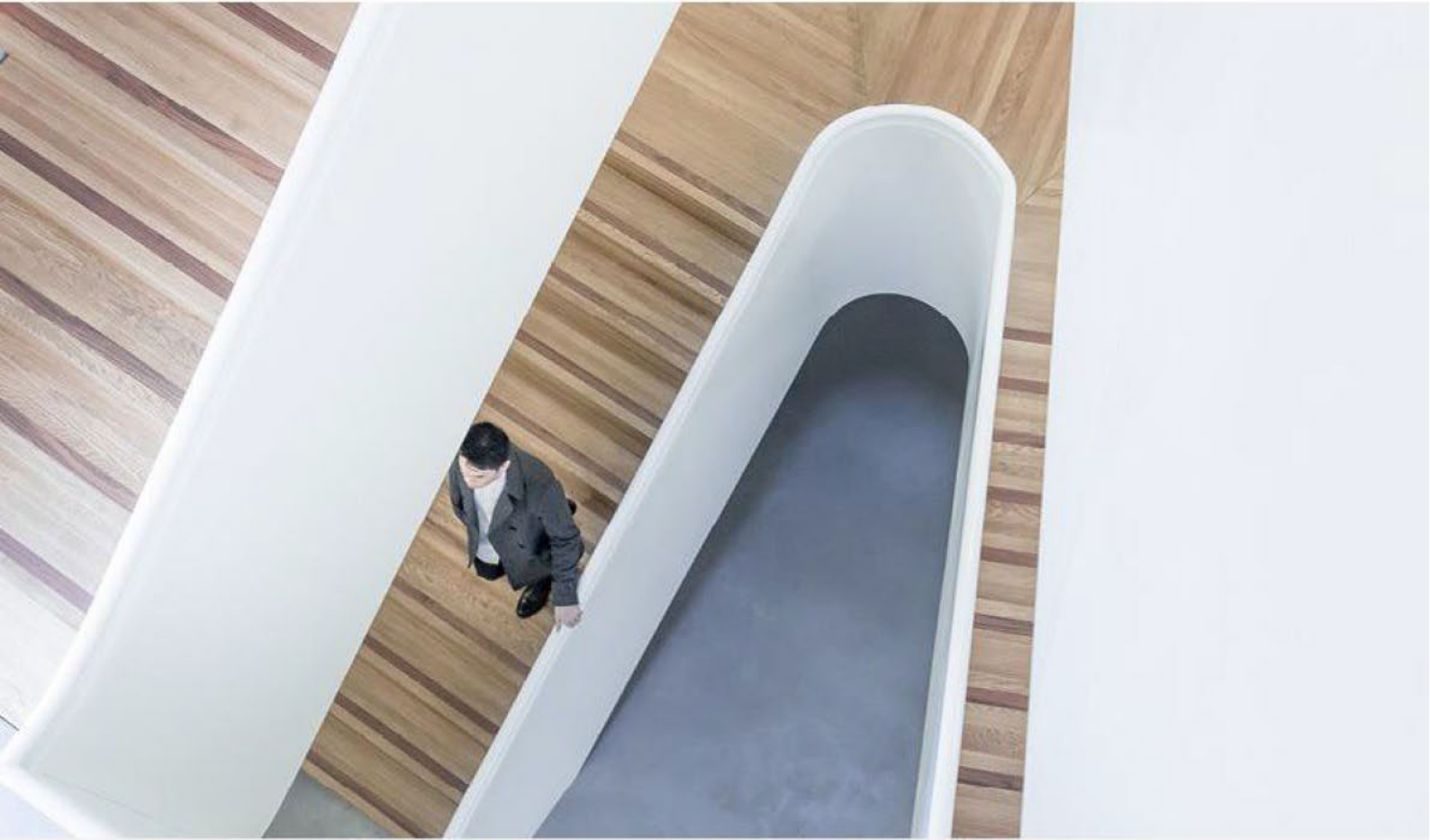
To ensure transparency and accountability in reporting our health and wellbeing initiatives, we have implemented robust monitoring, measurement and improvement mechanisms. These align with the principles of transparency and accountability.

- **Metrics and Measurement** - We employ relevant metrics aligned with the Model Reporting Metrics, including engagement rates, training participation, health and safety incidents and satisfaction scores. Regular monitoring allows us to make informed decisions and adjust our approach as needed
- **Effective Reporting and Review Meetings** - We are committed to transparency and continuous improvement. We will provide monthly reports to the FSA, summarising our achievements, challenges and lessons learned in implementing our health and wellbeing initiatives. These reports also include measurement results against established metrics. During our bimonthly Service Review Meetings with the FSA, we expect to review these reports, discuss achievements and challenges, and shaping of future

initiatives. This collaborative process ensures that our health and wellbeing efforts align with FSA's expectations and meet the needs of our contract workforce

- **Monitoring and Improvement** - We have established an operational framework to monitor and measure the impact of our health and wellbeing initiatives. We regularly conduct audits, surveys and feedback sessions to assess the effectiveness of our initiatives and identify areas for improvement. This feedback isn't just limited to our contract workforce; we will also actively engage with FSA, our partners, clients and the wider community, ensuring a wide spectrum of perspectives are considered in our improvement process

Through a proactive, supportive and comprehensive approach, we prioritise the physical and mental wellbeing of our contract workforce. We foster inclusivity, promote health, ensure fair compensation and maintain transparent communication. By continuously improving and adapting our initiatives, we strive to exceed expectations and achieve the highest standards of health and wellbeing support during this contract period and beyond.



FSA ERP Finance Business Processes C166485 – Invitation to Tender

Assumptions

June 2023

liberata.com

Contents

1 Assumptions 3

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Assumptions

1 Assumptions

We have made the following assumptions in compiling our response:

1. Training on procedures will be provided by FSA on all systems used in service delivery
2. Access will be provided to all systems required to facilitate electronic payments
3. All procedure notes/process maps for the service delivery will be provided by FSA prior to the agreed dates during Implementation
4. All invoice details will need to be entered into the system manually
5. The 3-way matching process for payments will be automated with only exceptions requiring manual intervention and the average number of exceptions will not exceed 5%
6. Purchase Orders will be issued electronically to suppliers
7. Overpayments will be recovered by offsetting against a future payment
8. There are 2 bank accounts that need to be reconciled
9. There will be no requirement for remittance advices to be sent to suppliers
10. There will be no requirement for us to complete supplier statement reconciliations
11. The FSA systems will be accessible by standard desktop equipment and browser software
12. All management reports including those required for compliance monitoring, will be written by FSA and will be extracted from Workday and will be available on the agreed dates during Implementation
13. The payment run process takes no longer than 15 minutes per day
14. All necessary data will be cleansed and successfully migrated from the previous ERP prior to Go Live
15. The FSA will have a system to take debit card payments over the phone which enables the payer to enter their card details into the system directly and is PCI DSS compliant
16. SLAs and service credits will be reduced or removed for an agreed period should system issues significantly impede service delivery
17. Any backlogs will be identified by the FSA and communicated as early as possible during Implementation, and will be dealt with and managed outside the contracted SLAs and commercial arrangements
18. Sufficient information will be provided by the FSA for Liberata staff to answer on average no less than 95% of supplier queries
19. There is one peak period towards the end of the financial year and invoice volumes will increase by no more than 15% compared with the average of other months
20. Unreconciled items will be rare, on average less than 5 items per month
21. For costing purposes the volumes we have assumed are those contained in Section 8 of the Statement of Requirements. We note that Section 11.1 makes reference to a fixed price with an annual

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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review of volumes, and assume that the contract will be amended to allow the right for us to negotiate additional charges should volumes exceed those stated

22. As per section 11.1 of Attachment 3: Statement of Requirements our offer is a fixed price for the service to meet the requirements as clarified by our assumptions, and not an offer on a time and materials basis (the Staff Costs are provided for information only)
23. The contract will be amended to take into account proposed amendments and information provided during the clarification process
24. No Transparency Reports will be required as none have been specified in Call-Off Schedule 1
25. Call-Off Schedules 8 and 9 will apply only to the Supplier's service provision and that these schedules will be amended by agreement to clarify that client provided systems will be not covered, with draft plans to be provided by the dates set out in the requirements

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2021

Contents

- 1 Question 1: Please can you advise us of the Audit standards that you are held to for financial processes? 4
 - 1.1 Response 4
- 2 Question 2: Q6.1 Ensuring Service can begin in line with the September 2023 start date. Please can you provide additional detail as to what your expectations are of the FSA with regards to onboarding, specifically relating to the expected FSA staff effort needed to onboard this service and when it is needed? 4
 - 2.1 Response 4
- 3 Question 3: Assumption 15 states that “the FSA will have a system to take debit card payments over the phone, which enables the payer to enter their card details into the system and is PCI DSS compliant. The FSA does not have a system to take card payments. Please can you clarify whether this is something you will provide as part of the service. If not, please advise if it is something you can offer, and any financial impact this may have to the FSA. 5
 - 3.1 Response 5
- 4 Question 4: Assumption 12 state that “All management reports including those required for compliance monitoring, will be written by FSA and will be extracted from Workday and will be available on the agreed dates during Implementation”. Please can you provide some more detail around what this assumption means and the expectation from Liberata on the FSA with this? 6
 - 4.1 Response 6

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2021

Post Tender Clarifications

Question 1: Please can you advise us of the Audit standards that you are held to for financial processes?

Response

Our standard practice is to adopt our client's financial controls and regulations, and those would be the standards that we are held to. Typically, the client will already have an accounting policies manual or set of requirements which will act as the guide for the provider to understand the accounting policies and their responsibilities. Alongside this, there would typically be a delegated authority guide which sets out the approvers for each type of transaction and details any financial limits, which, again we would be held to for Audit.

Ultimately any Audit would need to be undertaken by the Agency's own staff (or an external third party), to ensure independence from the provider. Our team would also be subject to Liberata's internal audit regime, and our auditors are qualified and registered with the Chartered Institute of Internal Auditors' (CIIA) and are therefore required to comply with the International Professional Practices Framework (IPPF).

Question 2: Q6.1 Ensuring Service can begin in line with the September 2023 start date. Please can you provide additional detail as to what your expectations are of the FSA with regards to onboarding, specifically relating to the expected FSA staff effort needed to onboard this service and when it is needed?

Response

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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In order for the service to commence in line with the September 2023 start date we will require a number of key tasks to be completed by FSA staff, in particular:

- Completion of the migration to the new Workday solution for all modules that Liberata will be required to use in delivering the service. The effort required to do this should be included in the FSA's migration project plan
- Production and delivery of the procedure guides and process maps that the FSA will require Liberata to follow in order to deliver the service. These would also normally form part of the original migration plan where they would initially have been captured at a high level as part of the 'To Be' process when producing the migration plan. Detailed user documents should then be produced as part of the UAT task and would be required for final sign off on the new Workday solution
- Both the above steps should be completed before the proposed contract award date of 28th July
- Full System training will need to be provided either by FSA staff or by an experienced third party selected by the FSA, to cover all aspects of the service that Liberata will be providing. We would expect this to be completed by mid-August
- Communication will need to be issued by FSA staff to both internal teams and external parties to advise of Liberata's new role in delivering these services. This would need to be completed in the second half of August
- Post go live there will normally be a period of a few months where issues and/or unforeseen queries will need to be discussed and resolved with FSA staff over the running of the service

Question 3: Assumption 15 states that “the FSA will have a system to take debit card payments over the phone, which enables the payer to enter their card details into the system and is PCI DSS compliant. The FSA does not have a system to take card payments. Please can you clarify whether this is something you will provide as part of the service. If not, please advise if it is something you can offer, and any financial impact this may have to the FSA.

Response

This assumption was based on our understanding from the Agency's responses to the clarification questions, specifically Rows 19 and 20, where it was confirmed that “Debit Card payments are taken by telephone only currently” and the response “Yes” was received to the question “Can you confirm that all payment systems are provided and paid for by the FSA separately to this contract?”.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Typically, the payment systems our teams work with are provided by the client. We would be happy to work with the FSA to source a suitable system. We have a good relationship with Visa and their group companies, amongst others, with access to a range of solutions. This would be subject to further fees, which we would be able to clarify once requirements and a Statement of Work are agreed and quotations obtained from potential suppliers. Timescales to source and implement a solution may mean it is not available for the September start date.

In our response to Q4.2 re debit card payments we suggested that the Agency (in line with O2C Principle 48) consider the business case for setting up an online payments page on the FSA website for customer payments. In our opinion it would make sense to investigate this at the same time.

Question 4: Assumption 12 state that “All management reports including those required for compliance monitoring, will be written by FSA and will be extracted from Workday and will be available on the agreed dates during Implementation”. Please can you provide some more detail around what this assumption means and the expectation from Liberata on the FSA with this?

Response

The assumption refers to how the reporting solution will work, in line with our response to Q5.1.

In the response we noted that “As per the response to the clarification question (ref Row 38) we understand that all of the required reporting will be available from Workday.” We also stated that “During the implementation period we would review and agree the detail of the reports required from Workday and the process for obtaining them”.

In line with how we typically work with clients, our expectation is that the FSA team, or IT Support for Workday would, set up all the required reports in the system and that our team would run those reports to provide the required Management Information reports (reference Section 7 of the Statement of Requirements) and KPI reports (reference Section 13 of the Statement of

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Requirements) which feed into the monthly Management Information Pack. During implementation we would review the reports set up and expect some guidance/ training on how to run the reports.

For example, in Section 7 the first required report listed is for supplier invoices on hold. We expect a report providing this information to be available in Workday for our team to run on a regular basis to monitor and manage performance.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.1